

June 3, 2015
Curtis Hall

A regular meeting of the **PUBLIC AFFAIRS COMMITTEE** was held tonight, Charles D. McKeown, Chairman, presiding. Members present were Commissioners Holland, Norris, Rappoport, Sharkey, and Simon. Also present was Ex-Officio Member Portner.

Staff present were Alyson Elliott, Assistant Township Manager; Henry Sekawungu, Director of Planning and Zoning; and Township Manager Bryan T. Havar. Also present was Joseph Bagley, Esq., Solicitor. A Public Attendance List is attached.

Mr. McKeown called the meeting to order at 8:20 p.m.

1. Upon motion of Mr. Portner, the Committee unanimously received the Report of the Property Supervisor for the month of May, 2015.

2. Upon motion of Mr. Portner, the Committee unanimously received the Report of the Public Information and Complaint Officer for the month of May, 2015.

3. Upon motion of Mr. Portner, the Committee unanimously received the Twinning Committee Meeting Minutes dated May 6, 2015.

4. Upon motion of Mr. Portner, the Committee unanimously received the Historical Commission Meeting Minutes dated May 14, 2015.

5. Upon motion of Mr. Portner, the Committee unanimously received the Substance Abuse and Mental Health Committee Meeting Minutes dated May 21, 2015.

6. The Committee reviewed renewal of the Janitorial Services Contract. Mr. Havar reviewed the terms of the contract. Mr. Norris asked if the company was local; if the contract went out for bid; and the contract value. Mr. Havar responded that the company is located in Bensalem, PA; last year the contract went out for bid; and the contract value is \$30,583. Ms. Rappoport asked about the company's longevity with the Township. Mr. Havar responded that this is the company's first year with the Township. Mr. Holland asked if this contract will go out for bid at the end of the one (1) year term. Mr. Havar stated that the contract will go out for bid if is not extended.

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

7. The Committee discussed bond refunding opportunities and refunding of the 2005A and 2011 Bonds. Marc Feller, Esq., Bond Counsel and Pete Nissen, Acacia Financial Group, were present. Mr. Nissen reviewed potential savings and the recommendation of not more than \$10 Million in bond refunding in order to obtain bank qualified status. Mr. Feller reviewed aspects of the draft Ordinance as follows: authorization of the incurrence of debt; the list of assets financed by the 1999 and 2011 bonds, which enabled the current bonds to be refunded; the two (2) alternative methods for sale of the bonds; the maximum parameter of \$12

Million in refunding; six percent (6%) interest rate; selection of the Paying Agent and Escrow Agent; the duties of the Escrow Agent.

Mr. Bagley asked if the offering addresses the self-disclosure issue. Mr. Nissen responded that there will be a disclosure agreement.

Mr. Norris asked about negotiated vs. competitive sale; options for a bank Paying Agent; the reasons for not taking \$12 Million in refunding; the total cost of refunding. Mr. Nissen explained that when two (2) bonds are being refunded, he recommends pursuing a negotiated sale. He recommended the Township retain Bank of New York as the Paying Agent since it has been the Paying Agent in past bond refundings, and using a new bank would mean starting the process all over and more costly to the Township. Mr. Feller advised that there has to be a ceiling, and it must be stated that the Township will not issue more than \$12 Million in bonds. Mr. Nissen reviewed the savings and the rates. The cost of refunding will be \$125,000.00.

Mr. Holland questioned the interest rates that were lower in February and April; the Township's current bond rating; and fees for pullback. Mr. Nissen stated that the bonds have to be redeemed prior to refunding, and in February, it would have been considered advanced refunding. He believed the current environment is strong when compared to the interest rates for the last five (5) years. Moody's has rated the Township AA2. There are no fees for pullback.

Mr. Simon noted that six percent (6%) is the "not to exceed" interest rate and asked if this is an average over the life of the loan. Mr. Nissen responded that rates vary, and the actual rate is unknown until the day of the sale.

Mr. Norris asked about the annual savings on the 2005A Bond and asked about acceleration of the 2021 and 2022 Bonds. Mr. Nissen stated that for the 2005A Bond, the savings is \$300,000. Bonds are set to have level payment within each year, and it is best to keep it sequential. The level payment would be altered by refunding 2021 and 2022 Bonds.

Recommendation to the Board of Commissioners: Upon motion of Mr. Norris, the Committee unanimously recommended to the Board of Commissioners the adoption of an Ordinance authorizing the incurrence of non-electoral debt and the issuance of a bond series on a negotiated basis and using the Bank of New York as the Paying Agent and as the Escrow Agent and to authorize the publication of a Legal Notice to advertise the intent to adopt said Ordinance at the June 17, 2015 meeting of the Board of Commissioners, at 7:30 p.m., at Curtis Hall (see attached).

8. Under Old Business – None.

9. Under New Business:

Recommendation to the Board of Commissioners: Upon motion of Mr. Portner, the Committee unanimously recommended the adoption of a Resolution honoring Steven Berk upon his retirement as Chairman of the Einstein Healthcare Network. Said Resolution to be presented at the annual meeting of the Einstein Healthcare Network on June 25, 2015.

Mr. Portner stated Einstein/Moss Rehab Elkins Park are important resources for the Township and Einstein has sponsored the Annual Concerts in Park Program for at least the past ten (10) years.

There being no further business, upon motion of Mr. Simon, and unanimously approved by the Committee, the meeting was adjourned at 9:00 p.m.



Bryan T. Havir
Township Manager

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as per Anna Marie Felix

ORDINANCE
OF THE
BOARD OF COMMISSIONERS
OF THE
TOWNSHIP OF CHELTENHAM

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

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

The Board of Commissioners (the "Governing Body") of the Township of Cheltenham, Montgomery County, Pennsylvania (the "Township"), pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.*, as amended (the "Act") hereby ORDAINS AND ENACTS as follows:

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

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

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

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

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

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

2015. The estimated completion date for the Current Refunding Project is August 1,

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

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

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

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

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

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

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

The stated maturities of the Bonds have been fixed in compliance with Section 8142(b)(1) of the Act.

The Paying Agent (as hereinafter defined) is hereby authorized and directed to cause a notice of redemption to be given once by first-class United States mail, postage prepaid,

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

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

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

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

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

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

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

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

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

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

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

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

(iii) So long as the Bonds or any portion thereof are registered in the name of Cede & Co., or such other DTC nominee, all payments of principal, premium, if any, or redemption price of, and interest on, the Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Ordinance. All payments made by the Paying Agent to DTC or its nominee shall fully satisfy the Township's obligations to pay principal, premium, if any, and interest, on the Bonds to the extent

of such payments, and no beneficial owner of any Bond registered in the name of Cede & Co., or such other DTC nominee, shall have any recourse against the Township or the Paying Agent hereunder for any failure by DTC or its nominee or any Participant therein to remit such payments to the beneficial owners of such Bonds.

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

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

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

Section 6. Paying Agent, Sinking Fund Depository and Registrar; Payment of Principal and Interest Without Deduction for Taxes. The proper officers of the Township are hereby authorized and directed to contract with The Bank of New York Mellon Trust

Company, N.A., having corporate trust offices in Philadelphia, Pennsylvania, and West Paterson, New Jersey, for its services as sinking fund depository, paying agent and registrar with respect to the Bonds and such Bank is hereby appointed to act in such capacities with respect to the Bonds.

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

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

The principal or redemption price of, and interest on, the Bonds are payable without deduction for any tax or taxes, except inheritance and estate taxes or any other taxes now or hereafter levied or assessed on the Bonds under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

Any corporation or association into which the Paying Agent, or any additional or appointed alternate or successor to it, may be merged or converted or with which it, or any additional or appointed alternate or successor to it, may be consolidated, or any corporation or

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

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

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

The Bonds may be transferred or exchanged as follows:

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

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

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

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

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

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

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

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

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

The Township, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP) has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on the Bonds or as contained in any notice of redemption, and the Township shall have no liability of any sort with respect thereto. Reliance upon any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

Section 10. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the proper officers of the Governing Body may execute and, upon their request in writing, the Paying Agent shall authenticate and deliver in lieu of such Bonds in definitive form

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

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

Such details and conditions of the Purchase Contract are hereby approved; *provided however*, that the aggregate principal amount of the Bonds shall not exceed \$12,000,000; the latest maturity date of the Bonds shall not be later than July 1, 2031; the annual principal maturity or mandatory redemption amounts shall not exceed the annual amounts thereof set forth in Exhibit B; the interest rate of the Bonds shall not exceed 6.000% per annum; the purchase price for the Bonds, including underwriting discount and net original issue discount/premium, shall be not less than 90% or more than 120% of the aggregate principal amount plus interest accrued on the Bonds; and the underwriting discount on the Bonds shall not exceed six and 0/100 dollars (\$6.00) per bond. The President or Vice President of the Township is hereby authorized and directed to execute the Purchase Contract (subject, however, to compliance with the aforesaid limitations) in such form as the Township's Counsel, Financial Advisor and Bond Counsel may advise evidencing the Township's acceptance thereof, and deliver the same to the Underwriter.

Section 12. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service. There is hereby established a separate sinking fund for the Township designated as "Sinking Fund - Township of Cheltenham General Obligation Bonds, Series of 2015" (the "Sinking Fund") and into the Sinking Fund there shall be paid, when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied

exclusively to the payment of the interest covenanted to be paid upon the Bonds and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

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

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

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

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

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

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

(b) Bank Qualified Bonds. In order to ensure that the registered owners of the Bonds, if they are financial institutions, will not be subject to certain provisions of the Code as a result of acquiring and carrying the Bonds, the Township agrees that if Bond Counsel and the Financial Advisor (defined below) so advises, all or a portion of the Bonds will be designated as "qualified tax-exempt obligations," within the meaning of Code section 265(b)(3)(B), that the Bonds shall have such designation, and the Township hereby covenants that, if the Bonds are so designated, it will take such steps as may be necessary to cause the Bonds to continue to be obligations described in such Code section during the period in which the Bonds are outstanding.

If the Bonds are so designated, the Township represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Bonds, will result in more than \$10,000,000 of tax-exempt obligations being issued in 2015. For purposes only of the foregoing sentence, the term "tax-exempt obligation" shall include any "qualified 501(c)(3) bond," as defined in Code section 145, but shall not include any other "private activity bond," as defined in Code section 141(a), any obligation which would be an "industrial development bond" or a "private loan bond" as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

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

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

Section 16. Advance Refunding of Refunded 2011 Bonds. The proper officers of the Township, with respect to the refunding of the Refunded 2011 Bonds, are hereby authorized and directed to contract with The Bank of New York Mellon Trust Company, Philadelphia, Pennsylvania, as the true and lawful attorney and agent of the Township to effect the payment and the redemption and payment, including payment of interest, of the Refunded 2011 Bonds pursuant to the terms and provisions of a certain Escrow Agreement (the "Escrow Agreement") dated as of the Series Issuance Date, between the Township and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent") and hereby ratifies and confirms said Bank as the paying agent, sinking fund depository and registrar for the Refunded 2011 Bonds.

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

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

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

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

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

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

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

Subject only to completion of delivery of, and settlement for, the Bonds, the Township hereby calls for redemption and payment on July 1, 2015, all of the Refunded 2005A Bonds maturing after such date.

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

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

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

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

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

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

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

Title:

[SEAL]

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

Form of Bonds

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

No. _____ \$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

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

INTEREST RATE MATURITY DATE SERIES ISSUANCE CUSIP
DATE

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

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

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

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

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

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

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

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

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

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

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

OPTIONAL REDEMPTION

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

MANDATORY REDEMPTION

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

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

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

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

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

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

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

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

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

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

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

[SEAL]

TOWNSHIP OF CHELTENHAM

By: _____ (Facsimile)
(Insert appropriate title)

Attest

(Facsimile)
(Insert appropriate title)

[FORM OF PAYING AGENT'S AUTHENTICATION CERTIFICATE]

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

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

By: _____
Authorized Signer

AUTHENTICATION DATE:

ABBREVIATIONS

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

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

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

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers
unto _____
(Please type or print name, address

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

identification number of the transferee)

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

Dated:

Signature Guaranteed by:

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

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

(Authorized Signature)

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

2015 Bonds Maturity Schedule

<u>Year</u>	<u>Maximum Principal Amount</u>	<u>Interest Rate</u>
2016	75,000	6.000%
2017	25,000	6.000%
2018	30,000	6.000%
2019	30,000	6.000%
2020	145,000	6.000%
2021	1,510,000	6.000%
2022	1,590,000	6.000%
2023	30,000	6.000%
2024	40,000	6.000%
2025	40,000	6.000%
2026	40,000	6.000%
2027	40,000	6.000%
2028	40,000	6.000%
2029	2,695,000	6.000%
2030	2,790,000	6.000%
2031	<u>2,880,000</u>	6.000%
Total	12,000,000	

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

Maximum Annual Amounts Appropriated to 2015 Sinking Fund

<u>Year</u>	<u>Maximum Amount</u>
2016	767,000.00
2017	740,500.00
2018	744,000.00
2019	742,200.00
2020	855,400.00
2021	2,211,700.00
2022	2,201,100.00
2023	545,700.00
2024	553,900.00
2025	551,500.00
2026	549,100.00
2027	546,700.00
2028	544,300.00
2029	3,196,900.00
2030	3,130,200.00
2031	<u>3,052,800.00</u>
Total	20,933,000.00



PUBLIC ATTENDANCE LIST
PUBLIC SAFETY COMMITTEE – 7:30 P.M.
PUBLIC AFFAIRS COMMITTEE – 7:45 P.M.
BUILDING AND ZONING COMMITTEE – 8:00 P.M.
Wednesday, June 3, 2015
Curtis Hall

NAME <i>(Please Print Clearly)</i>	ADDRESS <i>(Please Print Clearly)</i>	E-MAIL and/or TELEPHONE <i>(Please Print Clearly)</i>
BRAD PRANSKY	West RD EIP	
S Strahs		
Al Chapman	Waverly Road	
Mary Gibson	200 Gribbel Rd	
Lee Simon	200 Gribbel Rd	
MAURICE WRIGHT	215 GRIBBEL RD	
Earl Stamm	209 Gribbel Rd	e Stamm@ verizon.net
DAVID L. CARLEN	321 GERARD AVE	



PUBLIC ATTENDANCE LIST
PUBLIC SAFETY COMMITTEE – 7:30 P.M.
PUBLIC AFFAIRS COMMITTEE – 7:45 P.M.
BUILDING AND ZONING COMMITTEE – 8:00 P.M.
Wednesday, June 3, 2015
Curtis Hall

NAME <i>(Please Print Clearly)</i>	ADDRESS <i>(Please Print Clearly)</i>	E-MAIL and/or TELEPHONE <i>(Please Print Clearly)</i>
Joe & Diane Hanson	196 Gribble Rd	