

February 9, 2011
Curtis Hall

The regular meeting of the Public Works Committee was held tonight, Chairman Art Haywood, presiding. Members present were President Portner, ex-officio, Commissioners, McKeown and Simon. Staff members present were Assistant Township Manager Havar, Assistant to the Director of Engineering, Zoning and Inspections Reitano, Public Works Superintendent McDonnell, Public Works Coordinator Kastenhuber and Township Manager Kraynik. A copy of the Public Attendance Sheet is attached.

1. Upon motion of Mr. Portner, approved by the Committee, the Report of the Highway Department for the month of January 2011 was accepted.
2. Upon motion of Mr. Portner, approved by the Committee, the Report of the Refuse Department for the month of December 2010 was accepted.
3. Upon motion of Mr. Portner, approved by the Committee, the Report of the Parks Maintenance Department for the month of January 2011 was accepted.
4. Upon motion of Mr. Portner, approved by the Committee, the Report of the Sewer Department for the month of January 2011 was accepted.
5. Upon motion of Mr. Portner, approved by the Committee, the Report of the Code Administrator for the month of January 2011 was accepted.

Mr. Haywood asked Mr. Kraynik about the statement in the Report regarding the Roberts Block Building. Mr. Kraynik said this property has had several violations. Citations have been issued and at one point there was a warrant out for the owner's arrest. As noted in the report, the property owner recently passed away and the Code Administrator has been in contact with the Township Solicitor as to the next step in the process of whom should be issued citations. Mr.

Haywood said he thought this property was to be sold and Mr. Kraynik answered that the sale fell through.

6. The bid proposal for the Sanitary Sewer Corrective Action Plan Rehabilitation Phase 1 was then considered. Mr. Kraynik told the Committee that this contract is a first in a series of contracts to address the rehabilitation work required by DEP for the sanitary sewer system. Mr. Kastenhuber gave a brief description of the scope of work.

Mr. Kastenhuber said there are five parts to Phase 1 and the locations are:

Part 1: Fisher Road and Aspen Way-The sewer crossing a tributary to the Tookany Creek is leaking in two sections. A temporary fix was performed and this permanent repair will remove the sewer from the creek entirely.

Part 2: Hillton Lane and Serpentine Lane-Found a lot of crushed pipe during TVing. Last year, during the high groundwater table, a lot of water was getting into this area.

Part 3: Kent Road and Heacock Lane-Low point. There is a giant hole in the pipe. High water table causes infiltration.

Part 4: Greenwood Avenue north of Church Road-High water area. Manhole leaking. A leaking 25' section of pipe has to be replaced.

Part 5: Rices Mill Road Right of Way near Royal Avenue- Low point of ground between properties, pipe is crushed and allows infiltration.

Mr. Simon asked if Part 1 included the site where Tookany Creek goes through the wooded section at the corner of Forest Avenue and that three way intersection. He remembered that area had some problems.

Mr. Kastenhuber said that area is in the next phase – not in this section. All these areas have significant joint leakage. These five parts were selected because they were the quickest projects to remedy while the other phases' specifications and plans could be prepared. Mr. McKeown asked him how the rest of the sewer line was holding up after the recent storms. Mr. Kastenhuber answered that so far there have been no SSOs as a result of the snow storms. He

thought this was because of the low water table and that the snow was melting slowly as compared to last year.

Mr. Simon asked if the bypass system had been in operation. Mr. Kraynik said the system was run briefly on a regular basis for preventive purposes just to ensure it remained operational. It was not used out of necessity.

Upon motion of Mr. Portner, approved by the Committee, it was recommended that the Board of Commissioners award a contract for the Sanitary Sewer Corrective Action Plan Rehabilitation Phase 1 to Nello Construction Co., Inc., Philadelphia, PA, in the amount of \$380,700 being the lowest responsible bidder meeting Township specifications and being within budgetary limitations per bids received February 1, 2011, as recommended by Staff and BCM Engineers.

Mr. Greg Hill, 8350 Fisher Road, Elkins Park, asked to address the Committee. He also said he was present on behalf of his neighbor John Hellebrand, 8360 Fisher Road, who was out of town traveling. This sewer project, Part 1, is being conducted behind both their houses. Mr. Hill said he has spoken to Mr. Lynch when he was there on the site. He said he has not seen the plan but when one of the contractors came to Mr. Hellebrand's house and described how their properties would be accessed for the intended work, both of them were very concerned with the possibility of significant crushed stone being placed to pave the way for the access road. Mr. Kraynik said he is familiar with Mr. Hill's concerns because Mr. Kastenhuber has kept him updated with emails. Mr. Kraynik told Mr. Hill that the contractor who came out there and expressed those opinions is not the low bidder. In fact, that contractor did not even submit a proposal. The contractor who gets the job will do whatever he can to minimize any overly

invasive disturbance to these properties. Mr. Simon asked Mr. Kastenhuber to clarify again, the areas to be addressed in his Ward in this Phase 1 project.

Mr. Haywood told Mr. Hill that the Township Manager and Staff will work with him and keep him aware of what is happening and address his concerns. Mr. Hill said he would like to see the plans because he has a few specific ideas that might help. He spoke of an area owned by Mr. Hellebrand on Aspen Way that could be considered to be used as an access road. Mr. Kastenhuber said Staff looked at that and noticed a 30 foot drop to get down there near the creek. He told Mr. Hill that he will email him a copy of the specifications and plans for him to review. Mr. Haywood said that would be a good idea and then Staff could answer any further questions or issues Mr. Hill might have. Mr. Hill said he wanted to speak up now because if the contract is awarded quickly, he was concerned about the contractor's choice of right-of-way access and he saw this opportunity as a good time to evaluate any alternatives.

7. The Committee then reviewed the Easement Agreements to be accepted by the Township relating to the replacement of the Greenwood Avenue Bridge by PennDOT. Mr. Kraynik told the Committee that when PennDOT designed the bridge, the Township was notified that there were two very small pieces of land owned by the Township that PennDOT needed to acquire via one Temporary Easement and one Permanent Easement in order to do the project. PennDOT is following the normal state process to acquire these easements. Both of these agreements have been reviewed by Solicitor Bagley.

Mr. Kastenhuber explained that an agreement for a temporary easement necessary for Parcel #1, which is a piece of Township property at the corner of Glenside & Greenwood Avenues right at the entrance of Ralph Morgan Park is necessary for PennDOT to build an ADA handicap ramp. PennDOT has offered the Township \$1100 for this use of right-of-way; the

second Agreement is for Permanent Easement for Parcel #2 which is a small piece of property that is located at the end of the bridge on the right side coming from Jenkintown. This land is unusable to the Township because of its shape and size and PennDOT has offered \$500 for a fee simple right of way easement.

Mr. Tom McHugh, 127 Hewett Road, Wyncote, addressed the Committee. Mr. McHugh said that the last time PennDOT made a presentation about this bridge; it said it could not proceed because there were right of way issues with SEPTA. Mr. McHugh asked the Committee would these Easement Agreements allow the bridge work to proceed or are these agreements totally unrelated. Mr. Kasthuber answered that they are totally unrelated.

Upon motion of Mr. Portner, approved by the Committee, it was recommended that the Board of Commissioners enter into two Easement Agreements with PennDOT relating to the replacement of the Greenwood Avenue Bridge. See attached.

8. The Committee then considered a Maintenance Agreement with Jenkintown Borough and PennDOT regarding ornamental pedestrian lighting poles on the Greenwood Avenue Bridge. Mr. Kraynik stated that this is a follow up from a previous discussion. It developed out of a late request by the Jenkintown Planning Commission and the Wyncote BHAR for some design changes.

Mr. Kasthuber told the Committee that both Cheltenham Township and Jenkintown Borough desire to have ornamental pedestrian lighting poles placed on the Greenwood Avenue Bridge and PennDOT has agreed to install the foundation, conduit and connections during the construction of the Greenwood Avenue Bridge at no cost to either the Township or Jenkintown Borough. Jenkintown Borough has agreed to provide the four ornamental light poles from its inventory at no cost to the Township and the Township will arrange to have the technicians of

the Montgomery County Street Light Consortium install the lights and perform all future maintenance; these costs will be shared equally between the Township and Jenkintown Borough.

Mr. Kasthuber said the Board of Commissioners acceptance of this Agreement will also cover the Township's Agreement with PennDOT.

Upon motion of Mr. Portner, approved by the Committee, it was recommended that the Board of Commissioners enter into a Maintenance Agreement with Jenkintown Borough and PennDOT regarding the ornamental pedestrian lighting poles to be placed on the Greenwood Avenue Bridge that is being replaced by the PA Department of Transportation. See attached.

9. It was noted that there were no minutes of the January 24, 2011, Shade Tree Advisory Commission meeting as it was canceled.

10. It was noted that there were no minutes of the February 7, 2011, LaMott or Wyncote Board of Historical and Architectural Review Meetings as they were both canceled.

11. Cheltenham Township Development Application No. 10-0660, Record Plan Arcadia University Woodland Trail Pedestrian Bridge – 450 S. Easton Road was discussed. Mr. Lichtman, the Applicant's Architect was present. Mr. Reitano gave a brief summary of Mr. Lynch's Director's Report. One Condition in the Director's Report that Mr. Reitano wanted to emphasize was Condition A.3. which required that the Zoning Relief granted by the Cheltenham Township Zoning Hearing Board under Appeal No. 3381 be noted on the Plan stating the date granted, Zoning Relief required and any conditions imposed. Mr. Lichtman came forward and said the Applicant has no objections and accepts all of the Conditions, Notes and Waivers contained in the Director's Report presented to the Committee this evening.

This Land Development submittal is for the construction of a 6' W x 35' L Pedestrian Bridge for a future woodland trail thru the Arcadia Campus.

The Township Planning Commission reviewed this application at its January 21, 2011, meeting and recommends approval. The Shade Tree Advisory Commission has not reviewed this plan; the Project has no impact on landscaping. The Review of the Montgomery County Planning Commission, under date of January 31, 2011, recommends approval of this plan provided the issues they noted are addressed to the Township's satisfaction. Township Staff reviewed this plan and recommends approval subject to the following Conditions, Notes and Waivers incorporated into the following motion.

Upon motion of Mr. McKeown, approved by the Committee, it was recommended that the Board of Commissioners approve Cheltenham Township Development Application No. 10-0660, Record Plan Arcadia University Woodland Trail Pedestrian Bridge – 450 S. Easton Road subject to the following conditions, Notes and Waivers:

A. CONDITIONS

1. That the plan be titled "Record Plan Arcadia University Woodland Trail Pedestrian Bridge – 450 S. Easton Road."
(Cheltenham Code Section ("CCS") 260-32.C.(1))
2. That the text "Cheltenham Township Development Application 10-0660" be added to the lower right hand corner of all plan sheets.
3. That the Zoning Relief granted by the Cheltenham Township Zoning Hearing Board under Appeal No. 3381 be noted on the Plan stating the date granted, Zoning Relief required and any conditions imposed.
(CCS 260-31.)
4. That new electric and telephone utilities be installed underground.
(CCS 260-23.)
5. That the notation "Certification of Mortgage Status" be struck.
6. That the following data be added to the plan:
 - a. North Point to Location Map (CCS 260-32.C.(5))

- b. Note that elevation is based upon Cheltenham Township Sanitary Sewer Datum and Location/Elevation of Bench Mark; or, if on a different elevation datum, a Note stating the relationship between the plan elevation datum and the Cheltenham Township Sanitary Sewer Datum. (CCS 260-32.C.(6))
 - c. Names and widths of streets (CCS 260-32.D.(2))
 - d. Location of adjoining property lines and names of adjoining owners. (CCS 260-32.D.(2))
 - e. Location/size/species of large trees standing alone. (CCS 260-32.D.(6))
 - f. Proposed elevations at all keypoints. (CCS 260-32.D.(7))
 - g. Structure elevations. (CCS 260-32.D.(7))
7. That in the "Zoning Information" notation, Item 3.A., in the "Required" column, replace the text "90,000 SF" with the text "60,000 SF".
8. That the Township Approval Notation be replaced with the following:

APPROVAL NOTATION

EXECUTED BY THE BOARD OF COMMISSIONERS OF
 CHELTENHAM THIS _____ DAY OF _____,
 20____ SUBJECT AND CONDITIONED UPON THE RECORDING
 OF THIS PLAN IN THE OFFICE OF THE RECORDER OF DEEDS OF
 MONTGOMERY COUNTY WITHIN 90 DAYS OF THE DATE
 THEREOF APPROVED PURSUANT TO RESOLUTION OF THE
 BOARD OF COMMISSIONERS ADOPTED

_____.

ATTEST: _____
 SECRETARY PRESIDENT

9. That the following boxed Purpose Note be added to a Plan Sheet being recorded.

PURPOSE NOTE:

The purpose of this Record Plan is as follows:

10. That a "Tabulation of Record Plans" be added to a sheet being recorded with the plan sheets being recorded indicated.
11. That a tabulation of Record Plans covering 450 S. Easton Road, listing CTDA No., CTWP DWG No., Township Approval Date, Recordation Date, Recordation Data and a brief description thereof, be added to a Plan Sheet being recorded.
12. That a tabulation of Zoning Hearing Board Appeals covering 450 S. Easton Road, listing ZHB Appeal No., Date of Decision, ZHB Action (Approval/Denial) and a brief description thereof, be added to a Plan Sheet being recorded.
13. That a tabulation of buildings be added to the Plans.
14. That, in the "Environmental Impact Study" clarify what is meant by the "Site Open Space narrative.
15. That, on sheets 3 and 4, state what symbol "____...____...____" means.
16. That, on sheets 3 and 4, Church Road be labeled.
17. That, on the detail "Cross-Section of Creek & Bridge on sheet 5, the notation "Temporary Earthen Ramps" with leaders to the ramps be shown on both sides of the bridge.
18. That General Note 5. be struck on sheets 1, 2 and 3.

B. NOTES TO BE ADDED TO THE PLAN VERBATIM (on Plan Sheet being recorded)

1. This Land Development Subdivision shall be constructed in accordance with all Cheltenham Township Ordinances.
2. All proposed improvements (road, grading, paving, curbing, storm sewer pipe, inlets, manholes, etc.) shall be constructed in accordance

with applicable portions of the PennDOT Publication 408 Standards and Specifications and with all Township standards and specifications.

3. These drawings indicate the approximate location of existing subsurface utilities in the vicinity of the project and are not guaranteed for accuracy and/or completeness. Pennsylvania Act 38 requires that determine the location of all utility, sewerage and water lines before commencing construction (1-800-242-1776) File.
4. All new public utilities, including but not limited to, electric, gas and telephone, shall be placed underground within the Land Development Subdivision. Such utilities shall be installed in strict accordance with the prevailing standards and practices of the utility or other company providing service, except where it is demonstrated to the satisfaction of the Board of Commissioners that underground installations are not feasible because of physical conditions of the land.
5. Any utility conflicts with proposed construction are to be brought to the immediate attention of the Township Engineer and the Engineer of Record. All existing utilities that are to be relocated or altered in any manner are to be done in accordance with the respective utility company standards. All existing utilities exposed during construction are to be supported until backfill is in place. Any crossing less than one foot clear is to be supported with a saddle (concrete or sand as noted).
6. During construction, the Developer/Owner is solely responsible for insuring the proper functioning of the erosion and sediment control measures. The Developer/Owner shall take whatever measures are required to insure that no sediment leaves the site.
7. The Developer/Owner shall be responsible for supervising debris disposal from all contractors on the site (whether employed by the Developer/Owner or not) from the start of construction to the issuance by the Township of the Certificate of Occupancy. The Developer/Owner shall bear the expense of any cleanup operations indicated by the Township.
8. No debris disposal pits shall be permitted.
9. No open burning shall be permitted.
10. This plan supersedes (in part) the Cheltenham Township Plan No. _____ dated _____, thru _____ and recorded on _____ in the Office of the Recorder of Deeds in an for Montgomery County, Pennsylvania, in Landsite Book No. _____, Page No. _____.

11. The initial appearance of any note language, tables, details, etc. that is repeated within this plan set shall be taken as the definitive version of such note language, tables, details, etc. subsequent versions of such note language, tables, details, etc. within the plan set are void insofar as they conflict with the initial version.

C. WAIVERS TO BE GRANTED BY THE BOARD OF COMMISSIONERS

1. That the requirement of CCS 260-15. for sidewalks be waived.
2. That the requirement of CCS 260-30.G.(3) for a report from a qualified real estate appraiser on property values, density of population and character and aesthetics be waived.
3. That the requirement of CCS 260-32.D.(2) for depiction of Planimetric data within the property except within the development footprint be waived.
4. That the requirement of CCS 260-32.D.(2) for depiction of Planimetric data within 400' of the site be waived.
5. That the requirement of CCS 260-32.D.(4) for location, size and ownership of all underground utilities and any rights-of-way within the property except around the Development Footprint be waived.
6. That the requirement of CCS 260-32.D.(5) for depiction of topography within 400' of the site be waived.
7. That the requirement of CCS 260-32.D.(5) for topography within the site except around the Development Footprint be waived.
8. That the requirement of CCS 260-24. for Property Corner Monuments be waived.
9. That the requirement of CCS 260-32.D.(1) for a property survey be waived.

12. The Committee then reviewed an amendment to the existing Planning Contract with Montgomery County Planning Commission for the preparation of a Sustainability Plan. Mr. Kraynik reminded the Committee that Staff was asked by the Commissioners to look into this since the middle of last year and that there is money in the 2011 Capital Budget for the

creation of this plan. Discussions were held with Temple University, Ambler Campus' sustainability group and a number of discussions with the Montgomery County Planning Commission ("MCPC"). See attached. Montgomery County's proposal is to create a sustainability plan with the exception of one item, the Transportation & Mobility element. The transportation and mobility issues will be completed by the Delaware Valley Regional Planning Commission ("DVRPC"). With the County doing the plan, the Township's share is 50%. In this case, the cost would be \$11,593.50.

Ms. Hannah Mazzaccaro, Montco Planning Commission Consultant, was present. Ms. Mazzaccaro said Montco Planning Commission was pleased to be able to offer Cheltenham Township Sustainability Planning services. Mr. Havir was asked if one agreement was sufficient for the Sustainability Plan and he replied that two separate agreements would be necessary, one for MCPC and one for DVRPC. Mr. Kraynik said an advertisement went out for residents to submit names and resumes for participation in the Steering Committee to work with the County and DVRPC staff on this plan. He was hopeful that he would have the make up of this steering committee by next month's meeting. Mr. Haywood asked if Ms. Mazzaccaro had anything else she wanted to add. Ms. Mazzaccaro said she has been working with the Township's Planning Commission as a consultant for over two and a half years. She is also a Township resident. Ms. Mazzaccaro spoke of the many avenues and issues MCPC has been involved in throughout the county and its accomplishments to date.

Mr. Simon questioned the time period of the contract and the method of billing that MCPC uses and Ms. Mazzaccaro answered his questions. She said it would probably take about two years to complete the plan. There will be approximately six or seven planners involved.

Olga McHugh, 127 Hewett Road, Wyncote, addressed the Committee. She asked if the

Sustainability Plan was for Cheltenham Township or for the County and Delaware Valley Regional Planning Commission. She said the DVRPC's sustainability plan is to have cars from the outer regions come and park here and that is not a plan for the people in Cheltenham Township. Another question she posed was how much input are residents going to have in this Sustainability Plan. Mr. Haywood replied that this will be a Cheltenham Township Sustainability Plan. Ms. McHugh asked what if the County disagrees with that. Mr. Haywood repeated that this will be a Sustainability Plan for Cheltenham Township. The Township will solicit Cheltenham residents to serve on the committee.

Mr. Tom McHugh, 127 Hewett Road, Wyncote, addressed the Committee. He said he read the paragraph from Mr. Shaw's memorandum defining what a sustainability plan is three times and became more and more concerned. He said he felt MCPC's staff had well intentions. He read out the paragraph in Mr. Shaw's memo which defined what is a Sustainability Plan according to the United Nations Commission. He thought that both DVRPC and MCPC misused the word sustainability and told the Committee about his experience with the Regional Citizen's Committee of DVRPC for the past eight months. Mr. McHugh said what worried him most was that Transportation and Mobility element was pulled out of the sustainability plan and given over to DVRPC. He felt this was totally unacceptable. He referred to page 3 of MCPC's proposal which Montgomery County states it will serve as a guide and resource for the stakeholders during the project. He claimed that the people who are running DVRPC just don't get that sustainability means allowing your children to have what you had.

Mr. Haywood answered that the Committee hears his warning and will be careful. He thanked Mr. McHugh for his comments.

Beverly Maisey, 820 E. Glenside Avenue, Wyncote, addressed the Committee. She said she was an Energy Engineer and her company works in the field of building and community energy sustainability planning. She said she has read MCPC's proposal which she doesn't think has anything to do with sustainability; it is mostly about energy conservation. As a citizen and taxpayer, she is tremendously offended that the Township is paying money to somebody to create a sustainability plan. Accordingly to her, there are many organizations that are already working on such a plan for our community; for example, Transition Cheltenham. It is a worldwide movement for the past seven years. She wanted to know why the Township needed to go outside when it already had this group or if it had to hire an outside group, it should incorporate Transition Cheltenham into this process.

Mr. Haywood replied that this process started last year and received funding to do so this year. He was not aware of any ongoing sustainability plan in the Township. If Ms. Maisey wanted to participate in this plan, he advised her to do so. If she wanted to be a part of a separate plan, that was fine also. Cheltenham Township can have more than one approach to creating a successful sustainability plan.

Ms. Mavro Iano, 157 Greenwood Avenue, Wyncote, addressed the Committee. She said the Transition Cheltenham group has been working on a sustainability plan close to two years. It was unacceptable that no one was contacted. This group was already in existence when Mr. Haywood brought this up to the Committee. These people are well qualified and the fact that this Committee chose to ignore them is insulting. Mr. Haywood told Ms. Iano, that there have been about three past public meetings; it's been posted on his website and in his emails. Ms. Iano replied that he should have directly contacted the people in Transition Town.

Mr. Kraynik told the Committee and attendees that the Township has worked with the Environmental Advisory Council (“EAC”) and has kept it involved in discussions regarding creating a sustainability plan. The EAC has seen this proposal. In fact, Mr. Bill Mettler, a member of the EAC, is also a member of Transition Cheltenham. Cheltenham Township is not intending to exclude anyone.

Upon motion of Mr. Portner, approved by the Committee, it was recommended that the Board of Commissioners approve an amendment to the existing Planning Contract with Montgomery County Planning Commission for the preparation of a Sustainability Plan in the amount of \$11,593.50. See attached.

13. The Committee then discussed a Professional Services Contract for construction and inspection services for the Phase III Easton Road Streetscape Improvement Project.

Mr. Kraynik said the Township will be reimbursed for construction inspection services at 100% of their costs by way of the Township’s \$1.4 million PCTI grant. This grant covers reimbursement of both construction and inspections services. Pennoni Associates’ construction inspection services will be paid by the Township and then will be reimbursed by PennDOT. The Township has done this previously for Phase I and II of this project.

Upon motion of Mr. McKeown, approved by the Committee, it was recommended that the Board of Commissioner award a Professional Services Contract for construction and inspection services to Pennoni Associates, Philadelphia, PA, not to exceed \$130,793.18 as recommended by Staff and PennDOT.

14. Upon motion of Mr. Portner, approved by the Committee, the Environmental Advisory Council Meeting Minutes of January 24, 2011, were received.

OLD BUSINESS –

15. Mr. Haywood asked if there was any new information about bike racks. Mr. Havir said the Economic Development Task Force is still working on finalizing their recommendations for placement of bicycle racks in commercial districts. In Glenside on Easton Road, Phase 1 and 2, there are currently 10 racks. Phase 3 will add one more rack near the bus shelter located at the Oak Summit Apartments. Elkins Park East Streetscape Plan is complete but no funding is available yet. Elkins Park West Streetscape Plan and Cheltenham Village will provide EDTF input and Mr. Havir will have more information and some drawings after next Tuesday night's EDTF's meeting.

16. Mr. Haywood asked about the Retail Recycling Proposal. Mr. Havir said this topic was discussed at two or three staff meetings ago. There were some questions that had to be asked of Mr. Bagley. Mr. Bagley opined that the Ordinance we currently have and the way it is written supports the Township's requirement that commercial stores provide recycling containers by their front doors. It was suggested that letters be sent to these type of "fast food" businesses reminding them of this requirement. If the stores do not comply, Mr. Bagley suggested that Staff go back to the Ordinance and make its wording stronger.

The Ordinance does not cover what Township entity is to enforce any violation of the Ordinance and that aspect has yet to be determined.

17. Mr. Simon announced to the Committee and the audience that in the January 24, 2011, minutes of the Environmental Advisory Committee meeting, under Committee Report, Bill Mettler, Energy Committee, reported that Transition Cheltenham member, Meenal Raval, has identified the two best 100% green energy providers and reviewed Transition Town Initiating Teams' schedule of Awareness Raising Sustainable Community Events in 2011. Also, on page 4,

under Old Business, C., Mr. Havar reported on the development of a Sustainability Plan through a consultant contract and formation of a steering committee. He read on. The current thinking is to work with DVRPC and the County Planning Commission to develop a plan with the elements submitted to HUD via the Tiger II grant application. It was the consensus to recommend three candidates for participation on the Steering Committee at the next month's meeting.

Mr. Simon said he was very hopeful that there will be a least three members of the EAC on the steering committee; perhaps even Mr. Mettler.

18. Mr. McKeown said he wanted to recognize the good job the Public Works Department has been doing this winter with all the snow and ice. He knew it was not easy and that a lot of people do not understand how difficult it was to go out again to plow the ice and clear it away. He wanted to recognize the Public Works Department on the outstanding work it was done.

Mr. Haywood said he agreed and thanked the Public Works Department on behalf of the Committee.

NEW BUSINESS – None

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



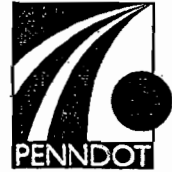
David G. Kraynik
Township Manager

Per Mary Raab

PUBLIC ATTENDANCE LIST
Parks and Recreation Committee @ 7:30 PM
Public Works Committee @ 7:45 PM
Wednesday, February 9, 2011
Curtis Hall
Wyncote, PA 19095

NAME (Please Print)	AFFILIATION/COMPANY AND/OR ADDRESS	EMAIL ADDRESS AND/OR TELEPHONE NUMBER
Mary Ellen Panousis	601 Park Ln Wyncote PA 19095	
B Marsey		
Gree Hill	8350 FISHER RD EGLIN PA 19095	
John Dunphy	305 Maple Ave Wyncote	
Steve Strahs		
Olga McHugh		
Tom McHugh	127 Hewett Rd.	

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



ROW OFFICE PROJ. NO.	060217
COUNTY	Montgomery
S.R. - SECTION	2054-89S
MUNICIPALITY	Cheltenham Twp
PARCEL NO.	1
CLAIM NO.	4601249000
CLAIMANT	Township of Cheltenham

OFFER TO PURCHASE
AND SUMMARY OF
JUST COMPENSATION

Date: February 26, 2010

L:2E. Glenside Avenue, Wyncote, Pa 19095
Deed Book/Page 1054-170

Dear Claimants:

Our appraisal of the effect of the above transportation improvement on your property has been completed. Accordingly, we are pleased to offer you the sum of \$1,100.00 for the right-of-way required from your property for the transportation improvement and for the effects on your remaining property, if any. This offer is intended to provide just compensation for all of your property interests, including tenants, if any.

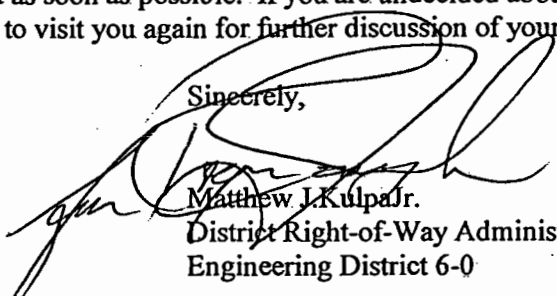
The areas required are as follows:
Temp. const. Easement

The amount offered is summarized as follows:

1. Direct Damages		\$
2. Indirect Damages		\$
Severance	\$	
Cost to Cure	\$	
3. Temporary Easement		<u>\$1,100.00</u>
TOTAL DAMAGES OFFERED (items 1 to 3 above)		<u>\$1,100.00</u>

We hope that you will indicate your acceptance of our offer to the Right-of-Way Representative who delivers this letter so that we can process your payment as soon as possible. If you are undecided about accepting the offer, the Right-of-Way Representative will be glad to visit you again for further discussion of your claim.

Sincerely,

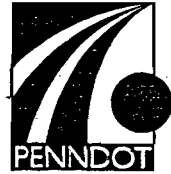

Matthew J. Kulpa Jr.
District Right-of-Way Administrator
Engineering District 6-0

Attachments: Plan of Area to be Acquired

Your Right-of-Way Representative is: Roger Joseph
Telephone Number: 610-205-6505

RW-341 (9/06)
18-k-2310

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



ROW OFFICE PROJ. NO.	060217
COUNTY	Montgomery
S.R. - SECTION	2054-89S
MUNICIPALITY	Cheltenham Twp
PARCEL NO.	1
CLAIM NO.	4601249000
CLAIMANT	Township of Cheltenham

TEMPORARY EASEMENT
FOR CONSTRUCTION
PURPOSES

THIS INDENTURE, made this _____ Day of _____, by Township of Cheltenham Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH intends to file a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the COMMONWEALTH a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of One Thousand One Hundred and 00/100 (\$1,100.00) Dollars, the Owner hereby grants to the COMMONWEALTH a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the COMMONWEALTH upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the COMMONWEALTH shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is 2 years from start of construction. The temporary easement for construction area is 0.017 acres.

The OWNER does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

OWNER:

Township of Cheltenham

(Name of Entity)

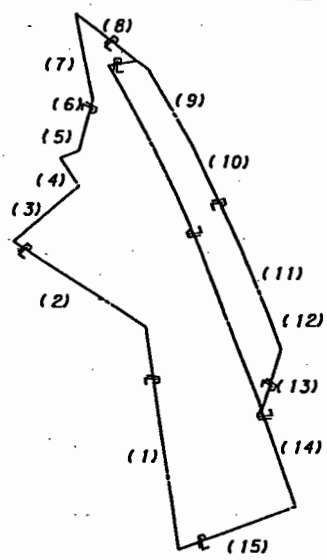
BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

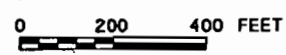
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Right-of-Way Administrator



DEED BEARINGS AND DISTANCES

- (1) 498.18', N00°57'59"W
- (2) 320.05', N48°15'09"W
- (3) 181.52', N59°15'51"E
- (4) 72.39', N24°01'09"W
- (5) 41.41', N78°16'47"E
- (6) 112.21', N23°27'55"E
- (7) 181.91', N02°28'41"W
- (8) 193.73', S44°23'09"E
- (9) 185.85', S21°43'39"E
- (10) 244.57', S16°58'39"E
- (11) 148.98', S14°10'09"E
- (12) 82.44', S11°47'39"E
- (13) 139.24', S21°30'51"W
- (14) 208.51', S07°01'09"E
- (15) 266.26', S77°44'21"W

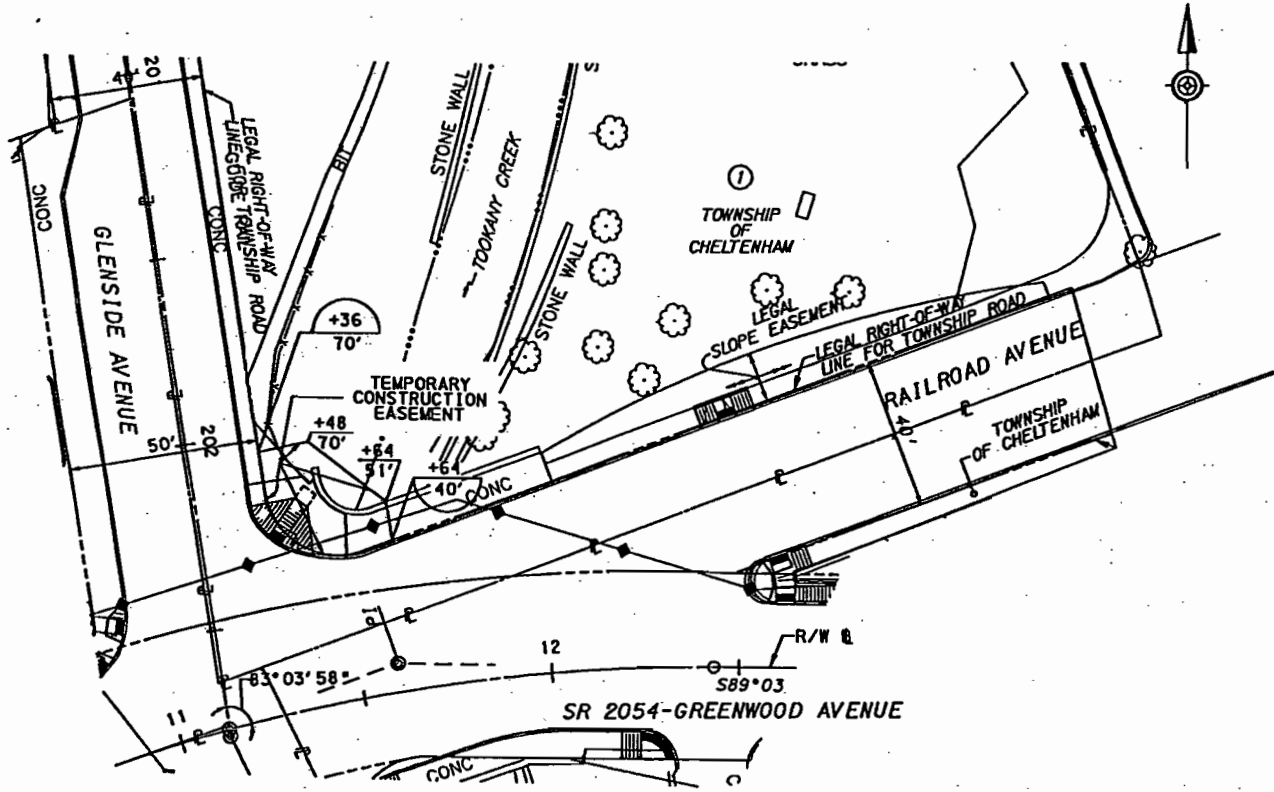


NOTES:

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSAR DURING CONSTRUCTION OF THE PROJECT. EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY TH IS COMPLETED, UNLESS SOONER RELINQUI IN WRITING BY THE DEPARTMENT.

ALL PROPERTIES ARE PLOTTED FROM DEED OF RECORD, RECORDED SUBDIVISION OR L PLANS, OR FROM FIELD SURVEY. PROPERT LINES WERE SURVEYED ONLY WHEN DETERM NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FI SURVEY WERE PLOTTED BASED ON EXISTIN TOPOGRAPHICAL FEATURES AND LIMITED F DATA.

THIS PLOT PLAN IS NOT TO BE SUBSTITU FOR A BOUNDARY SURVEY.



PI STA 11+61.35
 $\Delta = 21^\circ 06' 29''$, RT.
 $D = 12^\circ 43' 57''$
 $T = 83.84'$
 $L = 165.78'$
 $R = 450.00'$
 $E = 7.74'$
 PC STA 10+77.51
 PT STA 12+43.29
 SUPERELEVATE NORMAL CROWN



RIGHT-OF-WAY CLAIM INFORMATION

COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION
 STATE RTE. 2054 SEC. NO. 69S R/W CHELTHENHAM TOWNSHIP, MONTGOMERY CO
 PARCEL NO. 1 SHEET NO. 6 CLAIM NO. _____
 PROPERTY OWNER(S) TOWNSHIP OF CHELTHENHAM
 GRANTOR(S) WILLIAM L. NEVIN

DEED BOOK		AREAS		REQUIRED AREA
		DEED	ACRES	
PAGE	170	CALCULATED	6.814	RIGHT OF WAY
DATE OF DEED	6-2-1928	ADVERSES	1.349	REQUIRED TRAFFIC
DATE OF RECORD	6-28-1928	LEGAL R/W	0.006	SIGNAL EASEMENT
CONSIDERATION	\$22,500.00	EFFECTIVE	5.271	SLOPE
TAX STAMPS	-	TOTAL REQD R/W	0	TEMPORARY CONSTR.
		TOTAL RESIDUE	5.271	EASEMENT
		RESIDUE LT	5.271	VERIFICATION DATE
		RESIDUE RT	0	DRAWN BY

SCALE = AS NOTED

2025-08-15 10:00 AM
 PROJECT: SR 2054 GREENWOOD AVENUE
 SHEET: 6 OF 6
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 8/15/25



ROW OFFICE PROJ NO	060217
COUNTY	Montgomery
S.R. - SECTION	2054-89S
MUNICIPALITY	Cheltenham Twp
PARCEL NO.	1
CLAIM NO.	4601249000
CLAIMANT	Township of Cheltenham

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE
February 28, 2011

Date:

ADDRESS OF CLAIMANT(S)	LOCATION (ADDRESS) OF PROPERTY	CLAIMANT'S ATTORNEY AND ADDRESS
8230 Old York Road Elkins Park, Pa 19027-1514	31-00-011698-007	

Final Settlement		\$1,100.00
Commonwealth's Pro-Rata Share of Current Realty Taxes		\$0.00
Mortgage Pre-Payment Penalty	_____	
Mortgage Satisfaction Fee	_____	
Less Monies Previously Paid	_____	
Less Monies Credited for Owner Retained Items	_____	
Withheld Pending Building Removal by Owner	_____	
Total Available for Distribution		\$1,100.00

CHARGES:	
Mortgage(s):	
Mortgagee:	
Principal:	_____
Interest (to date: _____)	_____
Pre-Payment Penalty*:	_____
Satisfaction Fee*:	_____
Unpaid Current Taxes:	
Claimant(s) Pro-Rata Share	_____
Commonwealth's Pro-Rata Share*	_____
	TOTAL _____
Liens and/or Delinquent Taxes and Municipal Claims:	_____
Judgment(s):	_____
	TOTAL CHARGES _____

*Paid by Pennsylvania Department of Transportation

Minus Total Charges	_____
Balance Due Claimant(s)	\$1,100.00

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

Township of Cheltenham
(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

Signature

Title

Date -

Prepared By: Roger Joseph
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
7000 GEERDES BOULEVARD
KING OF PRUSSIA, PA 19406-1525

Return To: Roger Joseph
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
7000 GEERDES BOULEVARD
KING OF PRUSSIA, PA 19406-1525

Site Location: 31-00-12638-003

RW-317F (7/07)
18-K-560

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



ROW OFFICE PROJ. NO.	060217
COUNTY	Montgomery
S.R. - SECTION	2054-89S
MUNICIPALITY	Cheltenham Twp
PARCEL NO.	2
CLAIM NO.	4601250000
CLAIMANT	Township of Cheltenham

DEED
(Fee Simple)

THIS INDENTURE, made by Township of Cheltenham owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey in fee simple and such other estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the COMMONWEALTH

- In fee simple the premises described by metes and bounds in exhibit "A".
- In fee simple that portion of the aforesaid premises designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by deed of Eastern Real Estate, dated June 30, 1982 and recorded in Deed book 4688 pg 1544. This conveyance contains 224.28 square feet of required right of way and is identified on COMMONWEALTH plans as Parcel 2, together with the improvements, hereditaments and appurtenances thereto and the GRANTOR warrants GENERALLY the property hereby conveyed.

RESERVING, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The GRANTOR does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
7000 GEERDES BOULEVARD
KING OF PRUSSIA, PA 19406-1525

Witness my hand this _____ day of _____, _____

Agent for the Commonwealth of Pennsylvania
Department of Transportation

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

Township of Cheltenham
(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

INDIVIDUAL

ENTITY

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____,
the undersigned officer, personally appeared _____
_____, known to me
(or satisfactorily proven) to be the person(s) whose
name(s) _____ subscribed to the within instrument,
and acknowledged that _____ executed the
instrument for the purposes contained in it.

In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]

[Seal]

STATE OF PENNSYLVANIA
COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____, the undersigned
officer, personally appeared _____
_____, who acknowledged _____ self
to be the _____ [title] of
_____ [name of entity],
and that as such _____
_____ [title], being authorized to do so,
executed the foregoing instrument for the purposes
contained in it by signing on behalf of the entity as
_____ [title].

In witness whereof, I hereto set my hand and official seal.

[Signature]

[Title]

[Seal]

APPROVED AS TO FORM AND LEGALITY:

For Chief Counsel

DEED BEARINGS AND DISTANCES

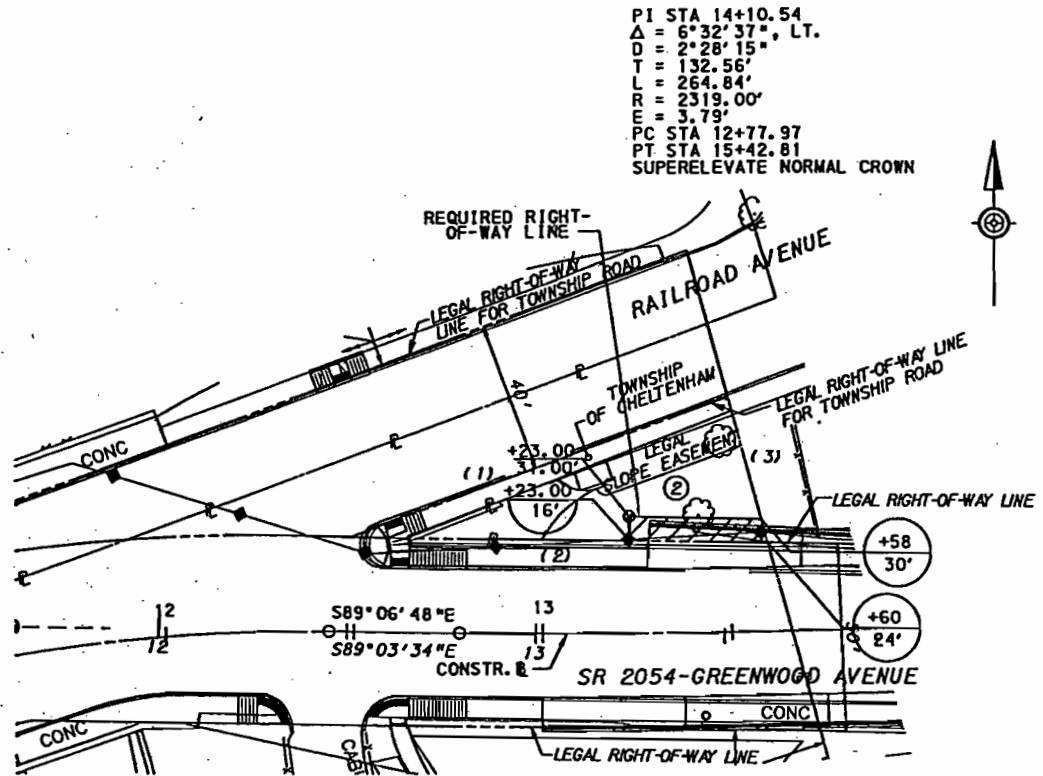
- (1) 100', S79°38'W
- (2) 103.44', S89°37'E
- (3) 35', N06°02'W

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2054	89S RW	11 OF 18
CHELTHENHAM TOWNSHIP				
REVISION NUMBER	REVISIONS		DATE	BY

NOTES:

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.



PI STA 11+61.35
 $\Delta = 21^{\circ}06'29''$, RT.
 D = $12^{\circ}43'57''$
 T = 83.84'
 L = 165.78'
 R = 450.00'
 E = 7.74'
 PC STA 10+77.51
 PT STA 12+43.29
 SUPERELEVATE NORMAL CROWN

25 0 25 FEET

LEGEND

- ⊙ PROPOSED R/W MONUMENT
- ▭ REQUIRED RIGHT-OF-WAY (INCLUDES 224.28 SF OF LEGAL SLOPE EASEMENT)

RIGHT-OF-WAY CLAIM INFORMATION

COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION
 STATE RTE. 2054 SEC. NO. 89S RW CHELTHENHAM TOWNSHIP, MONTGOMERY COUNTY
 PARCEL NO. 2 SHEET NO. 8 CLAIM NO. _____
 PROPERTY OWNER(S) TOWNSHIP OF CHELTHENHAM
 GRANTOR(S) EASTERN REAL ESTATE COMPANY

DEED BOOK	4688	AREAS	SF	REQUIRED AREA	SF
PAGE	1544	DEED	1744.75	RIGHT OF WAY	224.28
DATE OF DEED	6-30-1982	CALCULATED	-	REQUIRED TRAFFIC SIGNAL EASEMENT	-
DATE OF RECORD	7-21-1982	ADVERSES	-	AERIAL EASEMENT	-
CONSIDERATION	\$750.00	LEGAL R/W	0.00	TEMPORARY CONSTR. EASEMENT	-
TAX STAMPS	\$7.50	EFFECTIVE	1744.75	VERIFICATION DATE	8/14/09
		TOTAL REQ'D R/W	224.28	DRAWN BY	AEG
		TOTAL RESIDUE	1520.47	SCALE = AS NOTED	
		RESIDUE LT	1520.47		
		RESIDUE RT	0		

RW-317AF (7/07)
18-K-580

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION



ROW OFFICE PROJ. NO.	060217
COUNTY	Montgomery
S.R. - SECTION	2054-89S
MUNICIPALITY	Cheltenham Twp
PARCEL NO.	2
CLAIM NO.	4601250000
CLAIMANT	Township of Cheltenham

AGREEMENT OF SALE
(Fee Simple)

Made on _____ by township of Cheltenham owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH intends to file a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey in fee simple and such other lesser estate(s) as designated, if any, to the COMMONWEALTH the property or portion thereof required by the COMMONWEALTH.

NOW, THEREFORE, in consideration of the sum of Five Hundred and 00/100 (\$500.00) Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the COMMONWEALTH and the COMMONWEALTH agrees to purchase
 in fee simple the premises described by metes and bounds in Exhibit "A"
 in fee simple that portion of the aforesaid property designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

Being all or a portion of the same property conveyed or devised to the SELLER by deed of Eastern Real Estate dated June 30, 1982, recorded in deed book 4688 pg 1544. This conveyance contains 224.28 square feet of required right of way and is identified on COMMONWEALTH plans as Parcel 2, together with the improvements, hereditaments and appurtenances thereto, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the COMMONWEALTH all of the SELLER'S right, title and interest in those leases, agreements, and other encumbrances which cannot be terminated or removed. The SELLER will warrant GENERALLY the property interest to be conveyed.

Reserving, however, to the SELLER the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the COMMONWEALTH. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Loss or damage to the property by fire or other casualty shall be at the risk of the SELLER until possession of the property has been delivered to the COMMONWEALTH. The SELLER may continue to insure the property after possession has been delivered until title has passed to the COMMONWEALTH under this agreement, any insurance policy(ies) on such building(s) shall be amended to provide for payment thereunder (by means of a standard mortgage clause) to the COMMONWEALTH of the amount paid to the SELLER under this agreement.

The SELLER is assured that the COMMONWEALTH will not require vacation of the property for at least ninety (90) days from the execution of this agreement.

The SELLER will receive a NOTICE TO VACATE at least thirty (30) days before possession will be required by the COMMONWEALTH.

SELLER may remain in possession, on a rent free basis, until _____ after which date SELLER will pay rental to the COMMONWEALTH in the sum of \$ _____ per month, in advance, beginning _____, on a month-to-month basis until possession has been delivered. It is understood and agreed that the SELLER may relocate at their convenience prior to this date. From and after the execution of this instrument, the COMMONWEALTH, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals. The SELLER agrees to execute the Department's Lease Agreement, Form RW-670. Upon the expiration of one year, the amount of rental may be changed at the discretion of the COMMONWEALTH.

The SELLER does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The SELLER does further indemnify the COMMONWEALTH against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the COMMONWEALTH.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

Township of cheltenham
(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Right-of-Way Administrator

DEED BEARINGS AND DISTANCES

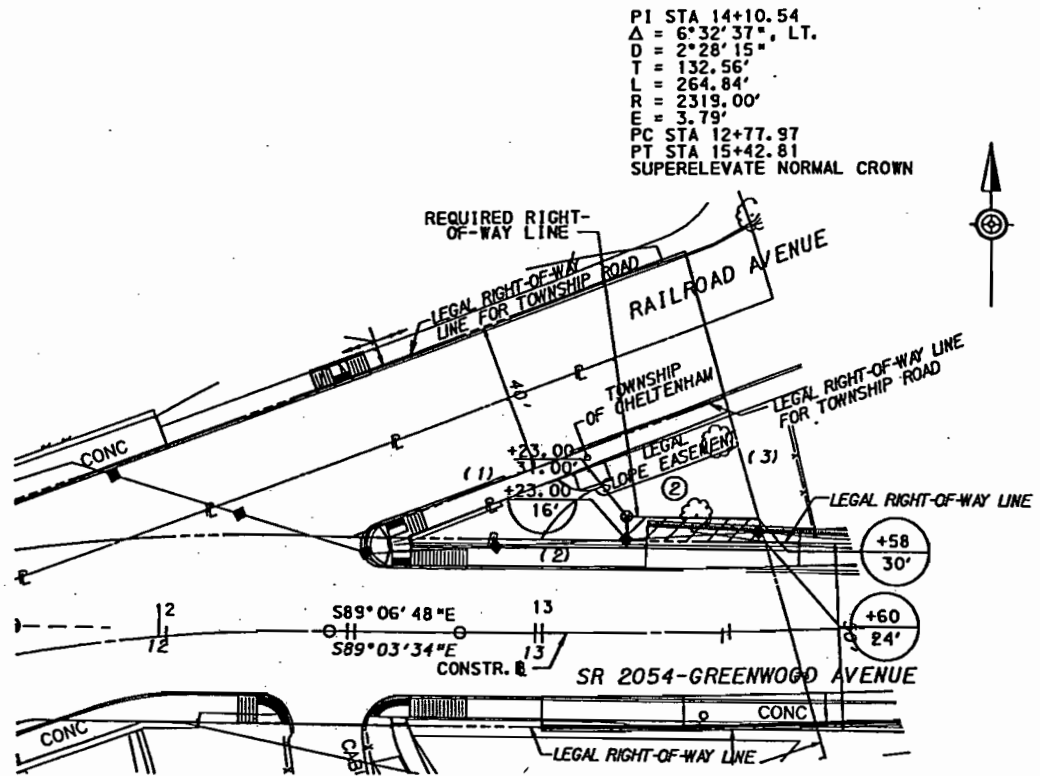
- (1) 100', S79°38'W
- (2) 103.44', S89°37'E
- (3) 35', N06°02'W

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2054	89S R/W	11 OF 16
CHELTENHAM TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

NOTES:

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.



PI STA 11+61.35
 $\Delta = 21^{\circ}06'29''$, RT.
 $D = 12^{\circ}43'57''$
 $T = 83.84'$
 $L = 165.78'$
 $R = 450.00'$
 $E = 7.74'$
 PC STA 10+77.51
 PT STA 12+43.29
 SUPERELEVATE NORMAL CROWN

LEGEND

- ⊙ PROPOSED R/W MONUMENT
- ▭ REQUIRED RIGHT-OF-WAY (INCLUDES 224.28 SF OF LEGAL SLOPE EASEMENT)

RIGHT-OF-WAY CLAIM INFORMATION

COMMONWEALTH OF PENNSYLVANIA-DEPARTMENT OF TRANSPORTATION
 STATE RTE. 2054 SEC. NO. 89S R/W CHELTENHAM TOWNSHIP, MONTGOMERY COUNTY
 PARCEL NO. 2 SHEET NO. 6 CLAIM NO. _____
 PROPERTY OWNER(S) TOWNSHIP OF CHELTENHAM
 GRANTOR(S) EASTERN REAL ESTATE COMPANY

		AREAS	SF	REQUIRED AREA	SF
DEED BOOK	4688	DEED	1744.75	RIGHT OF WAY	224.28
PAGE	1544	CALCULATED	-	REQUIRED TRAFFIC	-
DATE OF DEED	6-30-1982	ADVERSES	-	SIGNAL EASEMENT	-
DATE OF RECORD	7-21-1982	LEGAL R/W	0.00	AERIAL EASEMENT	-
CONSIDERATION	\$750.00	EFFECTIVE	1744.75	TEMPORARY CONSTR.	-
TAX STAMPS	\$7.50	TOTAL REQD R/W	224.28	EASEMENT	-
		TOTAL RESIDUE	1520.47	VERIFICATION DATE	8/14/09
		RESIDUE LT	1520.47	DRAWN BY	AEG
		RESIDUE RT	0	SCALE = AS NOTED	



ROW OFFICE PROJ NO	060217
COUNTY	Montgomery
S.R. -- SECTION	2054-89WS
MUNICIPALITY	Cheltenham Twp
PARCEL NO.	2
CLAIM NO.	4601250000
CLAIMANT	Township of Cheltenham

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE
February 28, 2011

Date:

ADDRESS OF CLAIMANT(S)	LOCATION (ADDRESS) OF PROPERTY	CLAIMANT'S ATTORNEY AND ADDRESS
8230 Old York Rd Elkins Park, Pa 19027-1514	31-00-012638-003	

Final Settlement		\$500.00
Commonwealth's Pro-Rata Share of Current Realty Taxes	_____ Actual	\$0.00
Mortgage Pre-Payment Penalty	_____	
Mortgage Satisfaction Fee	_____	
Less Monies Previously Paid	_____	
Less Monies Credited for Owner Retained Items	_____	
Withheld Pending Building Removal by Owner	_____	
Total Available for Distribution		\$500.00

CHARGES:	
Mortgage(s):	
Mortgagee:	
Principal:	_____
Interest (to date: _____)	_____
Pre-Payment Penalty*:	_____
Satisfaction Fee*:	_____
Unpaid Current Taxes:	
Claimant(s) Pro-Rata Share	_____
Commonwealth's Pro-Rata Share*	_____
	TOTAL _____
Liens and/or Delinquent Taxes and Municipal Claims:	_____
Judgment(s):	_____
	TOTAL CHARGES _____

*Paid by Pennsylvania Department of Transportation

Minus Total Charges	_____
Balance Due Claimant(s)	\$500.00

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

Township of Cheltenham
(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Pennsylvania Department of Transportation.

Signature

Title

Date -

THIS AGREEMENT, made this _____ day of _____, 2011, by and between the TOWNSHIP OF CHELTENHAM, hereinafter called "Township" and the BOROUGH OF JENKINTOWN, hereinafter called "Borough", both situate in the County of Montgomery, State of Pennsylvania;

Whereas, both the Township and the Borough desire to have ornamental pedestrian lighting poles placed on the Greenwood Avenue Bridge that is being replaced by the Pennsylvania Department of Transportation, hereinafter called "PennDOT"; and,

Whereas, PennDOT has agreed to install foundations, conduit and connections during the construction of the Greenwood Avenue Bridge, at no cost to the Township or Borough; and,

Whereas, the Township will enter into a Maintenance Agreement with PennDOT assuming all responsibility for maintenance of the ornamental lighting; and,

Whereas, the Borough has agreed to provide the four (4) ornamental lights poles from inventory that they possess at no cost to the Township; and,

Whereas, the Township will have the ornamental lighting poles installed by Technicians of the Montgomery County Street Light Consortium, the cost of which will be shared equally between the Township and Borough; and,

Whereas, all future maintenance of the ornamental lights poles will be performed by Cheltenham Township, the cost of which will be shared equally between the Township and the Borough; and,

Whereas, the Township will be billed for electric power, at a rate determined by the electric supplier, the cost of which will be shared equally between the Township and the Borough and be invoiced to the Borough by the Township on a quarterly basis.

Now, therefore, it is understood and agreed by the parties hereto that upon final installation of the ornamental lighting poles that the mutual promises set forth above will be followed.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the date first above written.

ATTEST:

TOWNSHIP OF CHELTENHAM

Signature

Date

By _____

Signature

Date

ATTEST:

BOROUGH OF JENKINTOWN

Signature

Date

By _____

Signature

Date



MONTGOMERY COUNTY PLANNING COMMISSION

box 311 • norristown • pennsylvania • 19404-0311 • (610) 278-3722
office location: suite 201 • one montgomery plaza • swede & airy streets • norristown pa
FAX (610) 278-3941 • Website www.montcopa.org/plancom

MEMORANDUM

TO: David Kraynik, Township Manager
Bryan T. Havir, Assistant Township Manager

FROM: Drew Shaw, Section Chief of Environmental Planning

RE: Cheltenham Township Sustainability Plan

DATE: January 25, 2011

Thank you for the opportunity to provide Cheltenham Township with an updated proposal for a Sustainability Plan, with the Transportation element and overall cost revised to reflect DVRPC's proposed work. I have also attached a table of cost proposals for amendments to your current Community Planning Assistance contract, which show the total cost with and without the Transportation element in our scope of work. You will note that the cost is pro-rated for the last six months of 2011 and then spread out over the next two years of the contract, into 2012 and 2013. Although the Sustainability Plan would likely be completed sooner than the end of 2013, we are offering the Township the ability to spread the cost over our standard three-year billing cycle.

The following memo provides you with general information on sustainability plans, an outline of the subject areas we would cover in Cheltenham's municipal sustainability plan, and the steps we would take with the township to create and help implement the plan.

What is a "Sustainability Plan?"

"Sustainability" is a term that has become popular and widely used in recent years, but what does it really mean? According to the United Nations Commission on Sustainable Development, sustainability means "meeting the needs of the present without compromising the ability of future generations to meet their own needs." For local municipalities, "sustainability" is an ongoing process of reducing the environmental and fiscal impacts of human activities, making changes that improve citizens' quality of life, and ultimately contributing to the reversal of global climate change.

Local governments across America have a great responsibility and opportunity to promote and model sustainability for their citizens. A "Sustainability Plan" can be a critical tool to help governments assess the areas where changes can be made, which changes will have the greatest impact, and how changes can be implemented in an efficient and cost-effective manner. A Sustainability Plan has a broad reach, taking into account the interrelated issues of climate

change, population change, land use, infrastructure, natural resource management, quality of life, public health, and economic development, and pinpoints specific actions that governments, schools, businesses, and citizens can undertake to meet their shared goals.

The benefits of a Sustainability Plan are numerous. Many of the implementation projects recommended in the plan will not only help a community reduce their carbon footprint, they can also lead to better health, better air and water quality, more desirable communities, long-term cost savings, and even increased jobs and economic development opportunities.

Cheltenham Township has already come a long way in implementing measures to increase community sustainability and promote better development. The Sustainability Plan will tie together all of the “green” policies, programs, and regulations it already has, supplement them with a wider array of policy and program recommendations, and make all of these elements part of an overarching goal to reduce the township’s total impacts on the environment, in a way that is both achievable and measurable.

Scope of the Sustainability Plan

Sustainability Plans usually tackle a similar set of issues. A township task force will need to work with the consultants to develop the list of issues so that it reflects Cheltenham’s current policies, specific needs, and priorities. The following broad topics can be covered in a Sustainability Plan, and we have listed some specific examples that may be included depending on the township’s goals and priorities:

LAND USE & DEVELOPMENT

- “Green Building” incentives, programs, and ordinances
- Zoning and SALDO evaluation and recommended “greening” amendments
- Open space and land conservation analysis and goal-setting
- Tree planting and canopy preservation
- Community gardens
- Redevelopment and infill opportunities
- Reduction of paved areas

TRANSPORTATION & MOBILITY

- To completed by and coordinated with Delaware Valley Regional Planning Commission

ENERGY USE

- Energy audits
- Energy conservation measures
- Renewable energy opportunities
- Green procurement at the municipal level
- Full Cost Accounting

WASTE MANAGEMENT

- Municipal recycling and composting programs
- Waste reduction
- Water conservation

- Stormwater management and runoff reduction
- Wastewater management / water pollution
- Green procurement

COMMUNITY & ECONOMY

- Involving Cheltenham residents in sustainability efforts
- Promoting local food networks
- Promoting alternative transportation for health and emissions reduction
- Incentives for sustainable local businesses and institutions
- Coordination between Cheltenham government, school district, major institutions and the business community

Cheltenham's Sustainability Plan

Every Sustainability Plan is different, based on each community's unique situation and goals. The stakeholders involved will shape the process, the plan's goals and priorities, and the form of the final product. Montgomery County will serve as a guide and resource for the stakeholders during the project. Cheltenham Township and its partners and stakeholders will be instrumental in shaping the plan. We offer the following outline of how this process could proceed and the end result the township could receive:

PROCESS

- Appointment of a Sustainability Task Force
- Set preliminary goals/objectives (within major categories above)
- Evaluate Cheltenham's existing conditions, programs, and policies
- Set specific goals based on the current conditions
- Evaluate possible action items for the plan
- Formulate specific recommendations and details for each action item (e.g. timelines, cost estimates, funding sources, implementation steps, and expected outcomes)

PRODUCT

- Introduction
- Baseline Analysis
- Vision & Goals
- Action Plan
- Checklist/Matrix

MCPC's Role and Capabilities

We are pleased to be able to offer Cheltenham Township Sustainability Planning services. Our team consists of community and environmental planners who are well-versed in sustainability planning and who have first-hand knowledge of the township. Our team also offers a regional perspective on Sustainability, through our work with the Delaware Valley Regional Planning Commission and Delaware Valley Green Building Council, and we have a global perspective through our membership in ICLEI – Local Governments for Sustainability USA. As you are aware, we also offer a full range of in-house mapping, GIS, data analysis, graphic design, and printing capabilities. We look forward to discussing this opportunity further with the township.

Cheltenham Township
 Community Planning Assistance
 Contract Cost Proposals
 January 1, 2011 through December 31, 2013

Description	TOTAL CONTRACT COST	MUNICIPAL SHARE 50%
Current Contract		
2	Planner-Days / Month	
24	Night Meetings / Year	
	YEAR ONE TOTAL:	\$20,988.00
	YEAR TWO TOTAL:	\$21,348.00
	YEAR THREE TOTAL:	\$21,708.00
	TOTAL CONTRACT COST:	\$64,044.00
	(Six invoices, twice a year for three years)	
Proposed Contract Upgrade - Full Sustainability Plan		
3	Planner-Days / Month	
36	Night Meetings / Year	
	YEAR ONE TOTAL: (pro-rated)	\$26,235.00
	YEAR TWO TOTAL:	\$32,022.00
	YEAR THREE TOTAL:	\$32,562.00
	TOTAL CONTRACT COST:	\$90,819.00
	(Six invoices, twice a year for three years)	
	TOTAL COST - Full Sustainability Plan:	\$26,775.00
		\$13,387.50
Proposed Contract Upgrade - Sustainability Plan with DVRPC		
2.75	Planner-Days / Month	
36	Night Meetings / Year	
	YEAR ONE TOTAL: (pro-rated)	\$26,235.00
	YEAR TWO TOTAL:	\$30,243.00
	YEAR THREE TOTAL:	\$30,753.00
	TOTAL CONTRACT COST:	\$87,231.00
	(Six invoices, twice a year for three years)	
	TOTAL COST - Sustainability Plan with DVRPC:	\$23,187.00
		\$11,593.50