



TOWNSHIP OF ABINGTON

ADMINISTRATIVE CODE AND LAND USE COMMITTEE

AGENDA January 31, 2018 7:00 P.M.

1. CALL TO ORDER

2. CONSIDER APPROVAL OF MINUTES

- a. Motion to approve the minutes of the December 6, 2017 Code Enforcement and Land Development Committee Meeting.

3. PRESENTATION

4. UNFINISHED BUSINESS

5. NEW BUSINESS

a. CODE AND LAND USE COMMITTEE COMMISSIONER BEN SANCHEZ, CHAIR

ACL-01-020818 Consider Ordinance #2150 Amending Chapter 162, "Zoning," at Article XXI- "Use Regulations," and the use Matrix Appendix: Repealing and Replacing Article XXVIII - "Wireless Communications"; and Repealing Ordinances #1793 and #1800.

ACL -02-020818 Consider Approval of the Land Development Application submitted by Abington School District for the construction of a number of additions to the Senior High School Building totaling 183, 337 square feet.

ACL -03-020818 Consider Approval of the First Amendment to License Agreement between Abington Township and New Cingular Wireless PCS, LLC, Successor By Merger to AT&T Wireless PCS Philadelphia, LLC, d/b/a AT&T Wireless Services.

ACL -04-020818 Consider Establishing a Policy for Subordinating the Township's Liens on those Properties to Mortgages Held by Banks or Other Lenders.

6. PUBLIC COMMENT

7. ADJOURNMENT



ADMINISTRATIVE CODE AND LAND USE COMMITTEE

AGENDA ITEM

February 8, 2018

ACL-01-020818

DATE

AGENDA ITEM NUMBER

Engineering and Code

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Consider Ordinance #2150 Amending Chapter 162, "Zoning," at Article XXI- "Use Regulations," and the use Matrix Appendix: Repealing and Replacing Article XXVIII - "Wireless Communications"; and Repealing Ordinances #1793 and #1800

EXECUTIVE SUMMARY:

Abington Township has seen two separate rounds of equipment installed on existing utility poles within the public right-of-way since 2000. The first round of equipment was installed by way of an agreement between Clear View Wireless and Abington Township. The second round of equipment was installed by way of right-of-way permits issued by the Engineering Department. Proposed Ordinance #2150 provides clear limitations on the height of proposed utility poles, the height and placement of equipment as well construction standards. Proposed Ordinance #2150 is a direct result of a validity challenge filed by Crown Castle. The goal of proposed Ordinance #2150 is to provide clear regulations for the installation of wireless communication equipment within the public right-of-way that protects the residents of the Township of Abington from visual impact these installation may cause and still allow for the use to operate within the Township as required by both State and Federal Law.

PREVIOUS BOARD ACTIONS:

The Board of Commissioners of the Township of Abington have advertised a public hearing on proposed Ordinance #2150 to be held on Thursday, February 8, 2018.

The Proposed Ordinance has been reviewed by Montgomery County Planning Commission and the Abington Township Planning Commission.

RECOMMENDED BOARD ACTION:

Consider Motion to adopt Ordinance#2150 upon completion of the public hearing on February 8, 2018.

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2150

**AN ORDINANCE AMENDING CHAPTER 162, “ZONING,” AT ARTICLE XXI –
“USE REGULATIONS,” AND THE USE MATRIX APPENDIX; REPEALING AND
REPLACING ARTICLE XXVIII – “WIRELESS COMMUNICATIONS” AND
REPEALING
ORDINANCES #1793 AND #1800**

WHEREAS, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code ("Code") at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

WHEREAS, the Board of Commissioners of the Township of Abington has determined that Chapter 162 – “Zoning,” should be amended at Article XXI – “Use Regulations,” Section 2103 – “Categories of Permitted Uses,” and at the Use Matrix Appendix; and that Article XXVII – “Wireless Communications,” should be repealed and replaced, and Ordinances #1793 and #1800 should be repealed in their entirety for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

NOW, THEREFORE, the Board of Commissioners of the Township of Abington does hereby **ENACT** and **ORDAIN** as follows:

1. Chapter 162 – “Zoning,” shall be amended at Section 2103 – “Categories of Permitted Uses,” to delete the following uses:

Use A-2D Telecommunications Towers

Use A-2F Roof or Structure Mounted Telecommunications Equipment.

2. Chapter 162 – “Zoning,” shall be amended at Section 2103 – “Categories of Permitted Uses,” to add the following uses:

Use A-2D.1 Tower-Based Wireless Communication Facility: Wireless communications facilities that include the installation of a new tower to support the transmission equipment.

Use A-2D.2 Alternative Tower Structure: Man-made trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

Use A-2D.3 Monopole with a diameter of less than 10 feet as measured at its base

1. A tower which consists of a single pole structure, designed and erected on the ground or on top of a structure, to support communications antennas and connect appurtenances.
2. Such Monopoles may be placed within the ROW, subject to the provisions of Article XXVIII.

Use A-2D.4 Monopole with a diameter of 10 feet or more, as measured at its base:

1. A tower which consists of a single pole structure, designed and erected on the ground or on top of a structure, to support communications antennas and connect appurtenances.
2. Such Monopoles may not be placed within the ROW and must conform to the standards set forth in Article XXVIII.

Use A-2D.5 Distributed antenna systems (DAS): a network of spatially separated antenna sites connected to a common source that provides wireless service within a geographic area of the structure, also known as small cell networks.

1. When placed on an existing utility pole, DAS units shall not increase the height of the pole to more than 45 feet, to a maximum of 50 total feet, including all antennas and associated equipment. DAS units or facilities may be placed on any existing utility pole in

the Township, provided that the Applicant complies with all standards set forth in Article XXVIII.

2. When a new pole is proposed to be placed in the ROW, the maximum height of the pole may not exceed 45 feet, to a maximum of 50 total feet, including all antennas and associated equipment. New poles may not be placed within 25 feet of an existing utility pole.
 3. For purposes of this section, replacement of an existing utility pole with a new pole that is identical to the existing pole in height and diameter for the purposes of placement of DAS units shall be considered placement on an existing pole.
 4. Where possible, all accessory equipment shall be pole mounted rather than ground mounted and shall not cause any pedestrian obstructions or sight line interference for vehicular traffic.
3. Chapter 162 – “Zoning,” shall be amended at the Use Matrix Appendix, as follows:
- a. References to Uses A-2d – “Telecommunications Towers,” and A-2F “Roof or Structure Mounted Telecommunications Equipment” shall be deleted.
 - b. Use A-2D.1 – “Tower-Based Wireless Communication Facility,” shall be added, and permitted by conditional use approval in the following Zoning Districts: AO, BC: Abington Town Center; BC: Foxcroft; BC: Huntingdon Valley; BC: Noble; BC: Willow Grove Park; MS-H; MS-L; MS-VC.
 - c. Use A-2D.2 – “Alternative Tower Structure,” shall be added and permitted by right in the following Zoning Districts: AO; BC: Lots < 1 acre; BC: Abington Town Center; BC: Foxcroft; BC: Huntingdon Valley; BC: Noble; BC: Willow Grove Park; MS-H; MS-L; MS-VC; RC.
 - d. Use A-2D.3 – “Monopole with a diameter of less than 10 feet,” shall be added and shall be permitted by conditional use in the following Zoning Districts: AO; BC Lots < 1 Acre; BC: Abington Town Center; BC: Foxcroft; BC: Huntingdon Valley; BC: Noble; BC: Willow Grove Park; CS; RC; SI-G; SI-W; MS-H; MS-L; MS-VC.
 - e. Use A-2D.4 – “Monopole with a diameter of 10 feet or more,” shall be added and shall be permitted by conditional use approval in the following Zoning Districts: AO, BC: Abington Town Center; BC: Foxcroft; BC: Huntingdon Valley; BC: Noble; BC: Willow Grove Park; MS-H; MS-L; MS-VC.
 - f. Use A-2D5 – “Distributed antenna systems (DAS)” shall be added and permitted in all Zoning Districts.
4. Chapter 162 – “Zoning” shall be amended to repeal the existing provisions set forth at Article XXVIII – “Wireless Communications,” and replace them with the provisions set forth at Exhibit “A” hereto.

5. Ordinances #1793 and #1800 of the Township of Abington are hereby repealed.
6. This Ordinance shall become effective five (5) days after enactment.

ORDAINED AND ENACTED this _____ day of _____, 2017.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

Richard J. Manfredi, Secretary
President

By: _____
Wayne C. Luker,

Exhibit

“A”

ARTICLE XXVIII – WIRELESS COMMUNICATIONS

Section 2800 - Intent

- A. The purposes of this ordinance include a desire to establish reliable, uniform standards for the construction, siting, design, permitting, maintenance, and use of wireless communication facilities in recognition of the federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996); the federal Middle Class Tax Relief and Job Creation Act of 2012 (“Spectrum Act”) Pub. L. No. 112-96, 126 Stat. 156 (2012), and regulations promulgated thereunder by the Federal Communications Commission (“FCC”), including the FCC’s Report and Order of October 21, 2014, FCC 14-153 (rel. Oct. 21, 2014); and the Pennsylvania Wireless Broadband Collocation Act (Act 191), 53 P.S. § 11702.1 *et seq.* (“WBCA”) in Abington Township. Moreover, the Township desires to plan and accommodate for the managed deployment of infrastructure that is necessary to accommodate the wireless communications needs of the Township’s residents, businesses and emergency service providers. While the Township recognizes the benefit of wireless communication facilities in providing high quality communications service and enhancement to its residents and businesses, the Township also recognizes that it has an obligation to protect public safety and to minimize the adverse visual effects of such facilities through the standards set forth in the following provisions.
- B. By enacting these provisions, the Township intends to:
- (1) Accommodate the need for Wireless Communications Facilities while regulating their location and number so as to ensure the provision for necessary services;
 - (2) Provide for the managed development of Wireless Communications Facilities in a manner that enhances the benefits of wireless communication and accommodates the needs of both Township residents and wireless carriers in accordance with federal and state laws and regulations;
 - (3) Establish procedures for the design, siting, construction, installation, maintenance and removal of both Tower-Based and Non-Tower based Wireless Communications Facilities in the Township, including facilities both inside and outside the public rights-of-way;
 - (4) Address new wireless technologies, including but not limited to, distributed antenna systems, data collection units, cable Wi-Fi and other communications facilities;
 - (5) Minimize the adverse visual effects and the number of such facilities through proper design, siting, screening, material, color and finish and by encouraging

competing providers of wireless communications services to co-locate their commercial communications antennas and related facilities on existing towers;

- (6) Promote the health, safety and welfare of the Township's residents and businesses with respect to wireless communication facilities;
- (7) Protect the Township's residents and businesses from the potential adverse impacts of wireless communication facilities and to preserve, to the extent permitted under law, the visual character of established communities and the natural beauty of the landscape; and
- (8) Ensure compliance with Federal and State regulation.

C. Applicability. All new towers or antennas shall be subject to these regulations, except as follows:

- (1) Amateur Radio Station Operators/Receive Only Antennas. This Ordinance shall not govern any tower, or the installation of any antenna, that is under 70 feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive only antennas.
- (2) Pre-Existing Towers or Antennas. Except as set forth in Section 2806 herein, pre-existing towers and pre-existing antennas shall not be required to meet the requirements of this Ordinance, unless there is a substantial change in such tower or antenna, or as required by applicable State or Federal law.

Section 2801 - Definitions.

For the purposes of this Part, the following terms shall be defined as follows:

Accessory Equipment: Any equipment serving or being used in conjunction with a wireless telecommunications facility or wireless support structure. The term includes utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or similar equipment.

Alternative Tower Structure: Man-made trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

Antenna: Telecommunications equipment that transmits and receives electromagnetic radio signals, digital signals, analog signals, radio frequencies (excluding radar signals), and used in the provision of all types of wireless telecommunications services. An antenna shall not include private residence-mounted satellite dishes or television antennas or

amateur radio equipment including, without limitation, ham or citizen band radio antennas.

Base Station: A structure or equipment at a fixed location that enables Federal Communications Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the Borough under this subpart, supports or houses equipment described in sub-paragraphs (i) and (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the Borough under this section, does not support or house equipment described in sub-paragraphs (i) or (ii) of this section.

Backhaul Network: The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

Collocation: The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

Distributed antenna systems (DAS): a network of spatially separated antenna sites connected to a common source that provides wireless service

with in a geographic area of the structure, also known as small cell networks.

Eligible Facilities Request: Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

Emergency: A condition that (i) constitutes a clear and immediate danger to the health, welfare, or safety of the public or (ii) has caused or is likely to cause facilities in the rights-of-way to be unusable and result in loss of the services provided.

Equipment Compound: An area surrounding or adjacent to a wireless support structure within which base stations, power supplies or accessory equipment are located.

FAA: Federal Aviation Administration.

FCC: Federal Communications Commission.

Ft. Worth Attachment: A non-freestanding pole which is attached to an electrical transmission tower which is used to support antennas and accessory equipment and which is anchored to the ground and obtains lateral bracing by direct attachment to the electrical transmission tower.

Height: The vertical measurement from the mean level of the finished grade surrounding the WCF if ground-mounted, or the higher of a roof or parapet if building-mounted, to the highest part of the WCF, Monopole, Tower or other Wireless Support Structure, including any base pad or antenna.

Modification or Modify: The improvement, upgrade or expansion of existing wireless telecommunications facilities or base stations on an existing wireless support structure or the improvement, upgrade or expansion of the wireless telecommunication facilities located within an existing equipment compound, if the improvement, upgrade, expansion or replacement does not substantially change the physical dimensions of the wireless support structure.

Monopole: A tower which consists of a single pole structure, designed and erected on the ground or on top of a structure, to support communications antennas and connect appurtenances.

Non-Tower Wireless Communications Facilities (Non-Tower WCF): Wireless communications facilities other than Tower-Based Wireless Communications Facilities.

Pre-existing Towers or Pre-existing Antennas: Any tower or antenna for which a building permit or conditional use approval has been properly issued prior to the effective date of this Ordinance, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.

Replacement: The replacement of existing wireless telecommunications facilities on an existing wireless support structure or within an existing equipment compound due to maintenance, repair or technological advancement with equipment composed of the same wind loading and structural loading that is substantially similar in size, weight and height as the wireless telecommunications facilities initially installed and that does not substantially change the physical dimensions of the existing wireless support structure.

Right-of-Way (ROW): The surface of and space above and below any real property in the municipality in which the Federal government, Commonwealth, municipality or municipal authority has a regulatory interest, or interest as a trustee for the public, as such interests now or hereafter exist, including, but not limited to, all streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skyways, or any other public place, area or property under the control of the federal government, Commonwealth, municipality or municipal authority, and any non-exclusive public or utility easements established, dedicated, platted, improved or devoted for utility purposes. Private rights-of-way and other government-owned lands not listed above shall not be considered a right-of-way. The phrase "in the right(s)-of-way" means in, on, over, along, above and/or under the Right(s)-of-Way.

Site: For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Stealth Technology: State-of-the-art design techniques used to blend objects into the surrounding environment and to minimize the visual impact as much as possible. These design techniques are applied to wireless communications towers, antennas and other facilities which blend the proposed facility into the existing structure or visual backdrop in such a manner as to render it less visible to the casual observer. Such methods

include, but are not limited to, architecturally screened roof-mounted antennas, building-mounted antennas painted to match the existing structure and facilities constructed to resemble trees, shrubs, and light poles.

Substantial Change OR Substantially Change: A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) for towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) for towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) for any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

- (iv) it entails any excavation or deployment outside the current site.

Tower: Any structure that exceeds ten feet (10') in height and is built for the sole or primary purpose of supporting any Federal Communications Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. A Ft. Worth Attachment shall not be considered a tower. For purposes of this Article, the term tower shall not include monopoles or DAS facilities.

Tower-Based Wireless Communications Facilities (Tower-Based WCF): Wireless communications facilities that include the installation of a new tower to support the transmission equipment.

Transmission Equipment: Equipment that facilitates transmission for any Federal Communications Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as a microwave backhaul.

Wireless: Transmissions through the airwaves including, but not limited to, infrared line of sight, cellular, personal communications service (PCS), microwave, satellite, or radio signals.

Wireless Communications Facility (WCF): The set of equipment and network components including antennas, transmitters, receivers, base stations, cabling and accessory equipment, used to provide wireless data and telecommunication services. The term shall not include the wireless support structure. The term shall collectively refer to all Tower-Based and Non-Tower-Based structures, Monopoles, DAS facilities and antennas.

Wireless Support Structure: A freestanding structure, such as a guyed or self-supporting monopole or tower, electrical transmission tower, water tower or other structure not classified as a wireless support structure, including but not limited to buildings, light poles, utility poles, traffic signals and other similar structures that could support the placement or installation of wireless telecommunications facilities if approved by the municipality.

Section 2802 – General Standards and Requirements

- A. Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses. A different existing use or an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot. This section shall not be interpreted in such a way relieve any Applicant from any other requirements set forth in this Article, including but not limited to set back requirements, use regulations, or lot size requirements.
- B. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a wireless communication system within the Township have been obtained and shall file a copy of all required franchises with the Code Enforcement Department.

Section 2803 - Bulk and Area Requirements

All WCF(s) and associated equipment buildings and/or cabinets shall comply with the Height, Lot Size and Set Back requirements set forth in Figure 28.1

**Figure 28.1
Height, Lot Size, Setback Requirements based on type of WCF**

		Tower Based WCF	Monopole in ROW	Monopole out of ROW	DAS (either in or out of ROW)	Alternative Tower Structure/Non-Tower Based WCF
Height		If permitted in the zoning district, Tower-Based WCFs shall be designed to minimum functional height but not to exceed 150 feet. Applicants must submit documentation justifying the total height.	If permitted in the zoning district, Monopole facilities shall be designed to minimum functional height, not to exceed 45 feet on a new or existing utility pole or structure, with a maximum height of 50 feet for all associated equipment, including antennas. Applicants must submit documentation justifying the total height.	If permitted in the zoning district, Monopole facilities shall be designed to minimum functional height, not to exceed 100 feet on a new or existing utility pole or structure, with a maximum height of 110 feet for all associated equipment, including antennas. Applicants must submit documentation justifying the total height. A monopole may reach a maximum height of 150 feet if the applicant can demonstrate that the proposed facility can accommodate at least three	If permitted in the zoning district, DAS facilities shall be designed to minimum functional height, not to exceed 45 feet on a new or existing utility pole or structure, with a maximum height of 50 feet for all associated equipment, including antennas. Applicants must submit documentation justifying the total height.	If permitted in the zoning district, DAS facilities shall be designed to minimum functional height, not to exceed 45 feet on a new or existing utility pole or structure, with a maximum height of 50 feet for all associated equipment, including antennas. Applicants must submit documentation justifying the total height.

				(3) collocations.		
Lot Size	Only Use on Lot		Subject to underlying zoning district	NA	NA	NA
	Combined with Another Use on Lot	Area needed to accommodate the WCF and guy wires (if approved), equipment building or cabinets, security fence, and buffer planting.	NA	Area needed to accommodate the WCF, equipment building or cabinets, security fence, and buffer planting.	NA	NA
Set Back	WCF	Setback from property lines at least 100% of the combined height of the wireless support structure and antenna, or the applicable minimum building setback in the underlying zoning district, whichever is greater.	10 feet from curb line or edge of roadway	Setback from property lines at least 100% of the combined height of the wireless support structure and antenna, or the applicable minimum building setback in the underlying zoning district, whichever is greater.	10 feet from curb line or edge of roadway	Subject to applicable minimum building setback in the underlying zoning district
	Equipment Buildings/ cabinets	Subject to applicable minimum building setback in the underlying zoning district	10 feet from curb line or edge of roadway	Subject to applicable minimum building setback in the underlying zoning district	10 feet from curb line or edge of roadway	Subject to applicable minimum building setback in the underlying zoning district

Section 2804 - Design, Construction and Operations

- A. All WCFs shall be designed, constructed, inspected, operated, maintained, repaired, modified and removed in strict compliance with all current applicable federal and state technical and safety codes. If such standards and regulations are changed, the owner(s) of the WCFs governed by this Ordinance shall bring such WCFs into compliance with such revised standards and regulations within six (6) months of the

effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling State or Federal agency.

- B. All WCFs shall be operated in accordance with all applicable FCC rules regarding interference with public safety communications or the reception of broadband, television, radio or other communication services.
- C. Collocation. Tower-based WCFs shall be designed to accommodate both the WCF applicant's antennas and comparable antennas for future users. As a condition of approval for all Tower-based WCFs, the WCF applicant shall agree to allow other service providers to collocate antennas on Tower-based WCFs where technically and economically feasible.
- D. Signage. Tower-based WCFs shall include a posted sign at the location. Such signage shall include the ownership, contact name and phone number in the event of an emergency and FCC registration number (if applicable). Such signage shall not include commercial advertising and is subject to approval by the Township, and is limited to a maximum size of two (2) square feet. WCFs located within the right of way shall have the same sign or label affixed to the WCF, limited to the maximum size necessary to legibly provide the required information. Such signage shall not protrude from the tower or the WCF and is subject to approval by the Township. No other signage shall be permitted on any tower-based WCF.
- E. Lighting. A WCF shall not be artificially lighted beyond what is required by law or standards promulgated by the FAA. If lighting is required, the WCF Applicant shall provide a detailed plan for sufficient lighting, demonstrating as unobtrusive and inoffensive an effect as is permissible under State and Federal regulations.
- F. Noise. WCFs shall be operated and maintained so as not to produce noise in excess of applicable noise standards established by State law and Township Ordinances, except in emergency situations requiring the use of a backup generator, where such noise standards may be exceeded on a temporary basis. The use of generators for WCFs within the rights-of-way is prohibited.
- G. Access.
 - (1) An access drive and one off-street parking space shall be provided to ensure adequate emergency and service access to Tower-based WCFs.
 - (2) Maximum use of existing roads, whether public or private, shall be made to the extent practicable.
 - (3) Where possible, access drive construction shall at all times minimize ground disturbance and the cutting of vegetation.
 - (4) Access drive grades shall closely follow natural contours to assure minimal visual disturbance and minimize soil erosion.

- (5) Where applicable, the WCF owner shall present documentation to Township that the property owner has granted an easement for the proposed facility and maintenance responsibilities.
 - (6) The access easement shall be a minimum of 20 feet in width and the access drive shall be improved with a dust-free, all weather surface to a width of at least 10 feet throughout its entire length.
 - (7) Vehicular access to the WCF shall not interfere with the parking or vehicular circulations for a principal use, if located on the lot. However, where appropriate and available, existing parking for the principal use may be utilized.
- H. Fencing. A security fence with a minimum height of eight (8) feet shall surround any Tower-based WCF or monopole, including guy wires, associated equipment, and buildings. All fencing must be in accordance with the provisions of the Township Code.
- I. Mounting. Any applicant proposing a non-tower WCF to be mounted on a building or any other structure shall submit detailed construction and elevation drawings indicating how the non-tower WCF will be mounted on the structure for review by the Township building codes office and/or the Township Engineer for compliance with the building code.
- J. Safety in Rights-of-Way.
- (1) Schedule of operations. The Township shall determine the time, place and manner of construction, maintenance, repair and/or removal of all WCFs in the right-of-way based on public safety, traffic management, physical burden on the right-of-way and related considerations. For public utilities, the time, place and manner requirements shall be consistent with the police powers of the Township and the requirements of the Public Utility Code.
 - (2) Emergency. Within 60 days following written notice from the Township, or such longer period as the municipality determines is reasonably necessary or such shorter period in the case of an Emergency, an owner of a WCF in the right-of-way shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any WCF when the Township, consistent with its police powers and applicable Public Utility Commission regulations, shall have determined that such removal, relocation, change or alteration is reasonably necessary under any one of the following circumstances:
 - i) The construction, repair, maintenance or installation of any municipal or other public improvement in the right-of-way.
 - ii) The operations of the Township or other governmental entity in the right-of-way.
 - iii) Vacation of a street or road or the release of a utility easement.

- iv) An emergency as determined by the Township.
 - v) No permit is required for such removal, relocation, change or alteration ordered by the Township.
- K. Visual obstruction. All WCFs and accessory equipment shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians and/or motorists or to otherwise inconvenience public use of the right-of-way as determined by the Township. When feasible, all equipment shall be pole mounted prior to ground mounting the equipment. For WCFs located within the right-of-way, no ground-mounted equipment may extend or protrude past the associated WCF to the edge of the curb or cartway.
- L. Maintenance. The WCF applicant shall describe anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the traffic, safety and noise impacts of such maintenance.
- M. Soil report. A soil report complying with the standards of geotechnical investigations of the Electronics Industry Association and Telecommunications Industry Association, shall be submitted to the Township Engineer prior to construction to document and verify the design specifications of the foundation for the wireless support structure and anchors for the guy wires, if used.
- N. Interference. No WCF shall interfere with public safety communications or the reception of broadband, television, radio or other communication services enjoyed by occupants of nearby properties. In the event that the WCF causes interference with the radio or television reception within the Township, the WCF applicant, at the applicant's sole expense, shall thereafter ensure that any interference problems are promptly corrected.
- O. Aviation safety. All WCFs shall comply with Federal and State laws and regulations concerning aviation safety.
- P. Building Codes, Safety Standards and Inspections.
- (1) The owner of a WCF shall ensure that it is maintained in compliance with standards contained in applicable State or local building codes.
 - (2) Upon request, a copy of the most recent inspection report shall be provided to the Township. Any repairs advised by report shall be completed by the WCF owner within 60 calendar days after the report is filed with the Township.
 - (3) In accordance with and subject to existing law, the Township reserves the right to inspect any WCF to ensure compliance with the provisions of the Chapter and any other provisions found within the Township code, State, or Federal law. The Township and/or its agents shall have the authority to enter the property upon which a WCF is located at any time, upon reasonable notice to the operator, to ensure such compliance

- (4) If, upon inspection, the Township concludes that a WCF fails to comply with applicable Township codes, or State or Federal law, then upon notice being provided to the owner of the WCF, the owner shall have thirty (30) days to bring such WCF into compliance with such standards.

R. Historic buildings or districts. A WCF shall not be located upon a property, and/or on a building or structure that is listed on either the Township, National, Pennsylvania or County Registers of Historic Places.

S. Permitting. A permit from the Township shall be required for the construction, erection, modification, replacement or installation of each and all WCFs and wireless support structures. In addition to all other permit requirements under this Chapter, a permit application for a WCF shall not be approved or considered complete unless the Township finds that the applicant has complied with all of the following conditions, as applicable:

- (1) Collocation. An application for a new Tower-Based WCF shall not be approved unless the Township finds that the wireless communications equipment planned for the proposed tower-based WCF cannot be collocated on an existing or approved structure or building within a one (1) mile radius of the proposed tower-based WCF location to achieve the coverage or capacity objectives of the applicant.
- (2) Coverage. Each Application for a WCF shall include a Township-wide coverage map detailing any gaps in coverage which necessitate the placement of the WCF(s) in the proposed location.
- (3) Authorization. An applicant for all WCFs shall submit a copy of the lease or other form of written authorization with the property owner confirming that the applicant has standing to file the application and maintain the proposed facility on the subject property.
- (4) Licensing and applicable regulations. When applicable, an applicant must demonstrate that it is licensed by the Federal Communications Commission (FCC) and submit with its application copies of all FCC permits and licenses, including the name, address, and emergency telephone number for the operator of the facility.
- (5) Emissions. The applicant shall demonstrate that the proposed WCF, by itself or in conjunction with other WCFs, complies with all applicable standards established by the Federal Communications Commission governing human exposure to electromagnetic emissions.

- (6) Insurance. The applicant shall provide a certificate of insurance issued to the owner/operators of the WCF, evidencing that there is or will be adequate current liability insurance in effect. The owner/operator shall maintain adequate insurance coverage at all times, which shall be deliverable to the Township upon request.
- (7) Engineer Inspection. Prior to the Township's issuance of a permit authorizing construction and erection of a WCF, a structural engineer registered in Pennsylvania shall issue to the Township a written certification of the proposed WCFs ability to meet the structural standards offered by either the Electronic Industries Association or the Telecommunication Industry Association and certify the proper construction of the foundation and the erection of the structure. This certification shall be provided during the conditional use hearing or, at a minimum, be made as a condition attached to any approval given such that the certification be provided prior to issuance of any building permits.
- (8) Impervious Surface Coverage. Any increase in the existing impervious surface coverage of the property shall require that the Applicant provide on-site storm water management controls and obtain a Stormwater Management Permit prior to any construction.

Section 2805 - Aesthetics

- A. Stealth Technology. The WCF shall employ the most current stealth technology available, where appropriate, in an effort to appropriately blend the proposed WCF into the surrounding environment and minimize aesthetic impact. All utility buildings and accessory structures shall be designed to blend into the environment in which they are situated. All proposed Tower-Based WCFs must provide documentation detailing the proposed stealth technology. If an alternative tower antenna is installed, the antennal and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
- B. Towers and antennas shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructions. DAS antennas shall be painted a neutral color so as to reduce visual obstructions and glare.

Section 2806 - Replacement, Collocation, or Modification

- A. Notwithstanding the requirements for Tower-Based WCF and all other WCFs, as set forth in this sub-part, an application for replacement, collocation or modification of a previously approved wireless support structure or wireless communication facility shall

be reviewed for conformance with the Township building permit requirements, including requirements applicable to the added structural loading of the proposed antennas and accessory equipment. These previously approved WCFs shall not be subject to the issuance of new zoning or land use approvals, provided that there is no substantial change.

- B. Replacement, collocation or modification of WCFs on existing wireless support structures or within existing equipment compounds may be performed by the applicant without obtaining a zoning permit from the Township, provided that there is no substantial change.
- C. To the extent permissible under applicable State and Federal law, any WCF Applicant proposing the modification of an existing WCF, resulting in any increase in the overall height of such WCF, shall first obtain all necessary permits and approvals from the Township. Non-routine modifications shall be prohibited without prior approval from the Township.
- D. The Township may administratively approve an application for the placement of an antenna on an existing structure, including existing towers, and including the placement of additional buildings or other supporting equipment used in connection with said antenna, in any zoning district in which WCFs are permitted as a use by right or are located on a pre-existing tower, subject to the following:
 - (1) The antenna does not extend more than eight (8) feet above the highest point of the structure;
 - (2) The antenna complies with all applicable FCC and FAA regulations;
 - (3) The antenna complies with all applicable building codes;
 - (4) If the antenna is to be placed on an existing Tower-Based WCF:
 - i. A tower which is modified or reconstructed to accommodate the collocating of an additional antenna shall be of the same tower type as the existing tower;
 - ii. An existing tower may be modified or rebuilt to a taller height, not to exceed thirty (30) feet over the tower's existing height or a maximum combined height of 150 (150) feet, to accommodate the collocation of an additional antenna; and
 - iii. The tower's pre-modification height shall be used to calculate distance separations.
 - (5) All applications for approval pursuant to this section shall be submitted to the Township Code Enforcement Department, and shall be accompanied by non-refundable fee as established by resolution of the Board of Commissioners to reimburse the Township for the costs of reviewing the application.

Section 2807 – Conditional Use Requirements

- A. Where conditional use approval is required, a separate conditional use application must be filed for each separate WCF sought to be constructed and installed.
- B. Prior to the Board's approval of a conditional use authorizing the construction and installation of a Tower-Based WCF, the applicant must provide the following along with a conditional use application:
 - (1) A propagation study evidencing the need for the proposed tower or other communication facilities and equipment, a description of the type and manufacturer of the proposed transmission/radio equipment, the frequency range (megahertz band) assigned to the WCF Applicant, the power in watts at which the WCF Applicant transmits, and any relevant related tests conducted by the WCF Applicant in determining the need for the proposed site and installation.
 - (2) Documentation demonstrating that the proposed WCF complies with all State and Federal laws and regulations concerning aviation safety and designed to withstand the effects of wind according to the standard designed by the American National Standards Institute.
 - (3) Where the WCF is located on a property with another principal use, the WCF Applicant shall present documentation to the Board of Commissioners that the owner of the property has granted an easement for the proposed WCF and that vehicular access will be provided to the facility, as set forth in this Chapter.
 - (4) Documentation and other evidence demonstrating that the proposed WCF complies with all applicable provisions in this Chapter including but not limited to height requirements, design, construction and operation requirements, safety requirements, and aesthetic, landscaping, and screening requirements. This shall include a scaled site plan clearly indicating the location, type and height of the proposed WCF, on-site land uses and zoning, adjacent land uses and zoning (including adjacent properties located in other municipalities), Master Plan classification of the site and all properties within the applicable separation distances as set forth herein, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structures, topography, parking and other information deemed by the Code Enforcement Department to be necessary to assess compliance with this Ordinance.

- (5) Legal description of the parent tract and leased parcel (if applicable).
- (6) The setback distance between the proposed WCF and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties. The setback distance for all towers/monopoles shall be equal to at least 75% of the height of the tower/monopole from any adjoining lot line. The setback distance for guys and accessory buildings/equipment must satisfy the minimum setback of the underlying zoning district.
- (7) The separation distance from other existing towers/monopoles along with the type of construction of the existing tower(s)/monopole(s) and the owner/operator of the existing tower(s)/monopole(s), if known.
- i. Separation from off-site uses/designated areas.
1. Tower/monopole separation shall be measured from the base of the tower/monopole to the lot line of the off-site uses and/or designated areas as specified in Figure 28.2 below.
 2. Separation requirements for towers/monopoles shall comply with the minimum standards established in Figure 28.2 below.

Figure 28.2
Separation Distance Required by Use or Zoning District

Off-Site Use/Designated Area	Separation Distance
Single-family or duplex residential uses ¹	200' or 300% of tower/monopole ² , whichever is greater
Vacant single family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired.	200' or 300% of tower/monopole ² , whichever is greater
Vacant unplatted residentially zoned lands ³ .	100' or 100% of tower/monopole, whichever is greater
Existing multi-family residential units greater than duplex units	100' or 100% of tower/monopole, whichever is greater
Nonresidentially zoned lands or nonresidential uses.	None; only setbacks apply

1 includes modular homes and mobile homes used for living purposes.

2 Separation measured from base of tower/monopole to closest building setback line

3 Includes any unplatted residential use properties without a valid preliminary subdivision plan or valid development plan approval and any multifamily residentially zoned land greater than duplex.

- ii. Separation distances between towers/monopoles. Separation distances towers/monopoles shall be applicable for and measured between the proposed tower/monopole and preexisting towers/monopoles. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower/monopole and the proposed base, pursuant to a site plan, of base, pursuant to a site plan, of the proposed tower/monopole. The separation distances (listed in linear feet) shall be as shown in Figure 28.3 below.

Figure 28.3
Existing WCFs: Types

	Lattice	Guyed	Monopole 75' in Height or Greater	Monopole Less than 75' in Height
Lattice	5,000	5,000	1,500	750
Guyed	5,000	5,000	1,500	750
Monopole 75' in Height or Greater	1,500	1,500	1,500	750
Monopole Less Than 75' in Height	750	750	750	750

(8) A landscape plan showing specific landscape materials. The following requirements shall govern the landscaping surrounding WCFs for which a conditional use permit is required:

- i. WCF facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the WCF compound from property used for residences. The standard buffer shall consist of a landscaped strip at least 4 feet wide outside the perimeter of the compound.
- ii. An evergreen screen shall be created by planting trees (a minimum of six feet [6'] tall at planting that will grow to a minimum of fifteen feet [15'] tall at maturity) on ten foot (10') centers maximum around the perimeter of the security fence.
- iii. Ground mounted equipment associated with, or connected to, a tower-based WCF shall be screened from public view using landscaping and/or screening, as described above.
- i. In lieu of an evergreen screen, the Board of Commissioners may instead approve the use of an artificial screen, topography, walls, decorative fences or other features.

- ii. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases, such as WCFs sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.
- (9) Method of fencing. WCFs shall be enclosed by security fencing not less than eight feet in height and shall also be equipped with an appropriate anti-climbing device.
- (10) A notarized statement by the applicant as to whether construction of the WCF will accommodate collocation of additional antennas for future users.
- (11) A description of the suitability of the use of existing WCFs, other structures or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower
- (12) Gap in Coverage, Lack of Adequate Capacity, and Lack of Alternatives.
An applicant for a Tower-Based WCF, where required, must demonstrate that a significant gap in wireless coverage exists or lack of adequate capacity is likely to exist within six (6) months of the filing of its application. It shall be incumbent upon the applicant to prove to the reasonable satisfaction of the Board of Commissioners that the applicant cannot adequately extend or infill its communications system by the use of equipment such as radios, repeaters, antenna(s), DAS facilities and other similar equipment installed on existing structures, such as utility poles or their appurtenances and other available tall structures. The applicant shall further demonstrate that the proposed Tower-Based WCF must be located where it is proposed in order to serve the applicant's service area and that no other viable alternative location exists.
- (13) Identification of the entities providing the backhaul network for the WCF (s) described in the application and other cellular sites owned or operated by the applicant within the Township.
- (14) A description of the feasible location(s) of future WCFs or antennas within the Township based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.
- C. Any information of an engineering nature that the applicant submits, whether civil, mechanical or electrical, shall be certified by a licensed professional engineer.
- D. An applicant for a conditional use permit shall submit the information described in this section and a non-refundable fee as established by resolution of the Board of Commissioners to reimburse the Township for the costs of reviewing the application.
- E. Public Notice for Conditional Use Hearings. Public notice for all conditional use applications submitted pursuant to this Article shall require notice be provided to all abutting property owners and all owners of property that are located within the

corresponding separation distance listed in Figure 28.3: Existing WCFs – Types, in this article, in addition to any notice otherwise required by the Zoning Ordinance and/or the Pennsylvania Municipalities Planning Code.

F. Factors to be considered by the Board of Commissioners in considering conditional use application. In addition to any standards for consideration of conditional use permit applications pursuant to §1806 – Conditional Uses, the following factors shall be considered in determining whether to issue a conditional use permit:

- (1) Height of the proposed WCF;
- (2) Proximity of the WCF to residential structures and residential district boundaries;
- (3) Nature of uses on adjacent and nearby properties;
- (4) Surrounding topography;
- (5) Surrounding tree coverage and foliage;
- (6) Design of the WCF, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
- (7) Proposed ingress and egress; and
- (8) Availability of suitable existing WCF, other structures, or alternative technologies not requiring the use of towers or structures. No new WCF shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Board of Commissioners that no existing WCFs, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. An applicant shall submit information requested by the Board of Commissioners related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
 - i. No existing WCFs or structures are located within the geographic area which meets applicant's engineering requirements.
 - ii. Existing WCFs or structures are not of sufficient height to meet applicant's engineering requirements.
 - iii. Existing WCFs or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - iv. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing WCF or structures, or the antenna on the existing WCF or structures would cause interference with the applicant's proposed antenna.
 - v. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new WCF development are presumed to be unreasonable.
 - vi. The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system is unsuitable. Costs of alternative technology that exceed new

WCF or antenna development shall not be presumed to render the technology unsuitable.

- G. In granting a conditional use approval, the Board of Commissioners may impose conditions to the extent the Board of Commissioners concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.
- H. Conditional Use Approval for WCFs in Right-of-Way. In addition to the requirements set forth herein, WCFs located within a right-of-way are permitted as set forth in the Use Matrix Appendix to the Abington Township Zoning Ordinance unless the primary components of utilities, including but not limited to the main utility lines, are located underground within one hundred feet (100') of the proposed WCF or base station. Documentation evidencing the location of surrounding utilities shall be provided by the applicant with the conditional use application.
- I. Reimbursement for right-of-way use. In addition to permit fees as described in this section, every WCF in a right-of-way is subject to the Township's right to fix annually a fair and reasonable fee to be paid for use and occupancy of the right-of-way. Such compensation for the right-of-way use shall be directly related to the Township's actual right-of-way management costs including, but not limited to, the costs of the administration and performance of all reviewing, inspecting, permitting, supervising and other right-of-way management activities by the Township. The owner of each Tower-Based WCF shall pay an annual fee to the Township to compensate the Township for the Township's costs incurred in connection with the activities described above.
- J. Guy Wires Approval. Guy wires may only be used for WCFs upon conditional use approval for the use of guy wires. Documentation evidencing the need for the guy wires and a description of the guy wire installation must be provided by the applicant with the conditional use application.

Section 2808 – Buildings or Other Accessory Equipment Storage

- A. Antennas Mounted on Structures or Rooftops. The equipment cabinet or structure used in association with antennas shall comply with the following:
 - 1. The cabinet or structure shall not contain more than 144 square feet of gross floor area or be more than 8 feet in height. In addition, for buildings and structures which are less than 65 feet in height, the related unmanned equipment structure, if over 100 square feet of gross floor area or 8 feet in height, shall be located on the ground and shall not be located on the roof of the structure.
 - 2. If the equipment structure is located on the roof of a building, the area of the equipment structure and other equipment and structures shall not occupy more than 10% of the roof area.

3. Equipment storage buildings or cabinets shall comply with all applicable building codes.
- B. Antennas Mounted on Utility Poles or Light Poles. The equipment cabinet or structure used in association with antennas shall be located in accordance with the following:
1. In residential districts, the equipment cabinet or structure may be located:
 - i. Where possible, accessory equipment shall be pole mounted rather than ground mounted.
 - ii. In a front or side yard, provided the cabinet or structure is no greater than 8 feet in height or 144 square feet of gross floor area and the cabinet/structure is located a minimum of 15 feet from all lot lines. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of at least 42-48 inches and planted height of at least 36 inches.
 - iii. In a rear yard, provided the cabinet or structure is no greater than 8 feet in height or 144 square feet in gross floor area. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.
 2. In nonresidential districts, the equipment cabinet or structure shall be no greater than 8 feet in height or 144 square feet in gross floor area. The structure or cabinet shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches. Structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet by a solid fence 6 feet in height of an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.
 3. In all districts, the equipment cabinet or structure shall not interfere with pedestrian access or sight lines for vehicular traffic.
- C. Antennas Located on Tower-based WCF. The related unmanned equipment structure shall not contain more than 144 square feet of gross floor area or be more than 8 feet in height, and shall be located in accordance with minimum yard requirements of the underlying zoning district.

Section 2809 - Discontinuation, Abandonment and Removal

- A. Nonconforming WCFs. Preexisting towers shall be permitted to continue their usage as they presently exist. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such preexisting towers. New construction other than routine maintenance on a preexisting tower shall comply with the requirements of this Ordinance.
- B. Damaged or destroyed Nonconforming WCFs. Any nonconforming WCF which are hereafter damaged or destroyed due to any reason or cause may be repaired and restored at their former location without further conditional use approval or zoning approval. Building permits to rebuild the facility shall comply with the then applicable building codes and shall be obtained within 180 days from the date the facility is damaged or destroyed. If no permit is obtained or if said permit expires, the WCF shall be deemed abandoned.
- C. Discontinuation. In the event that use of a WCF is planned to be discontinued, the owner shall provide written notice to the Borough of its intent to discontinue use and the date when the use shall be discontinued. Unused or abandoned WCFs or portions of WCFs shall be removed as follows:
- (1) All unused or abandoned WCFs and accessory facilities shall be removed within six (6) months of the cessation of operations at the site unless a time extension is approved by the Borough.
 - (2) If the WCF and/or accessory facility is not removed within six (6) months of the cessation of operations at a site, or within any longer period approved by the municipality, the WCF and accessory facilities and equipment may be removed by the municipality and the cost of removal assessed against the legal or equitable owner of the WCF.
 - (3) Any unused portions of WCFs, including antennas, shall be removed within six (6) months of the time of cessation of operations. The Borough must approve all replacements of portions of a Tower-Based WCF previously removed.

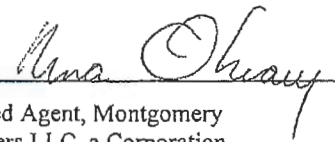
Proof of Publication of Notice
Times Chronicle/Glenside News

State of Pennsylvania,
County of Montgomery ss:

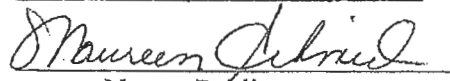
Nina Oleary, Designated Agent of MONTGOMERY NEWSPAPERS LLC, a corporation of the County and State aforesaid, being duly sworn, deposes and says that TIMES CHRONICLE and GLENSIDE NEWS are weekly newspapers published at Jenkintown and Glenside, County and State aforesaid, which were established in the year 1894 and 1923 respectively, since which date said newspapers have been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said weekly newspapers on the following dates, viz:

14th and
the 21st of January, 2018

Affiant further deposes she is duly authorized by Montgomery Newspapers LLC, a corporation publisher of Times Chronicle and Glenside News, a weekly newspaper, to verify the foregoing statement under oath and also declares the affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.


Designated Agent, Montgomery Newspapers LLC, a Corporation

Sworn to and subscribed by me this
18th day of January, 2018


Notary Public
My Commission Expires: 3/31/2021

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MAUREEN SCHMID, Notary Public
Lansdale Boro., Montgomery County
My Commission Expires March 31, 2021

NOTICE
The ABINGTON TOWNSHIP BOARD OF COMMISSIONERS will hold a public hearing for the purpose of considering and taking action on the Ordinance No. 2150. The public hearing shall take place at the regularly scheduled meeting of the Board of Commissioners on February 8, 2018, at 7:30 p.m. at the Township Building, 1176 Old York Road, Abington, PA 2nd Floor Board Room. The Board of Commissioners will consider for adoption Ordinance 2150 - Amending Chapter 162 - "Zoning," at Article XXI - "Use Regulations," and the Use Matrix Appendix; and Repealing and Replacing Chapter 162 - "Zoning," at Article XXVII - "Wireless Communications," and Repealing Ordinances 1793 and 1800.
The Ordinance to be considered and acted upon is the following:
ORDINANCE NO. 2150 AN ORDINANCE AMENDING CHAPTER 162, "ZONING," AT ARTICLE XXI - "USE REGULATIONS," AND THE USE MATRIX APPENDIX; REPEALING AND REPLACING CHAPTER 162 - "ZONING," AT ARTICLE XXVII - "WIRELESS COMMUNICATIONS," AND REPEALING ORDINANCES #1793 AND #1800
The proposed Ordinance to be considered and acted upon on February 8, 2018, has been drafted for the health, safety and general welfare of the residents of Abington Township.
The proposed Ordinance shall, inter alia, amend Chapter 162 - "Zoning," at Article XXI - "Use Regulations," and the Use Matrix Appendix, and repealing and replacing Article XXVII - "Wireless Communications." The Ordinance shall further repeal

Ordinances 1793 and 1800. Section 1 of the Ordinance amends Section 2103 of Chapter 162 to delete certain categories of permitted uses; Section 2 of the Ordinance amends Section 2013 of Chapter 162 to add certain categories of permitted uses; Section 3 of the Ordinance amends the Use Matrix Appendix of Chapter 162 to delete references to certain uses, and to add categories of permitted uses into the permitted uses in certain zoning districts; Section 4 of the Ordinance repeals Article XXVIII of Chapter 162, and replaces it with Article XXVIII - "Wireless Communications," Sections 2800 through 2809 ("Intent," "Definitions," "General Standards and Requirements," "Bulk and Area Requirements," "Design, Construction and Operations," "Aesthetics," "Replacement, Collocation, or Modification," "Conditional Use Requirements," "Buildings or Other Accessory Equipment Storage," and "Discontinuation, Abandonment and Removal"); Section 5 of the Ordinance repeals Ordinances 1793 and 1800; and Section 6 establishes an effective date of the Ordinance, all as more fully set forth in the Ordinance.
Interested members of the public may review Ordinance 2150 in its entirety on or before February 8, 2018 at the Office of the Township Manager of Abington Township located at 1176 Old York Road, Abington, PA Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m., or at the Township of Abington's website, www.abington.org or at the Montgomery County Law Library, 100 W. Airy Street, Norristown, PA between the hours of 8:30 a.m. and 4:15 p.m.
Richard Manfredi, Secretary
Abington Township
TC-Jan 14, 21:1a



ADMINISTRATIVE CODE AND LAND USE COMMITTEE

AGENDA ITEM

February 8, 2018

ACL-02-020818

DATE

AGENDA ITEM NUMBER

Engineering and Code Enforcement

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Consider approving the Land Development Application submitted by Abington School District for the construction of a number of additions to the Senior High School Building totaling 183, 337 square feet.

EXECUTIVE SUMMARY:

Abington School District has submitted a land development plan for the construction of a number of additions to the Senior High School Building that will total 183,337 square feet. The plan has been reviewed and recommended for approval by Montgomery County Planning Commission and Abington Planning Commission. A copy of the plan has also been sent to the Abington Township Shade Tree Commission for review.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTION:

Consider approving the Land Development Application submitted by Abington School District for the construction of a number of additions to the Senior High School Building totaling 183, 337 square feet.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: ACL-02-020818

DATE INTRODUCED: 10/23/2017

FISCAL IMPACT AMOUNT: \$11,000.00

FUND: 01-4325

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

No action has been taken on the applicant's request to waiver the Land Development Application fee of {\$1,000.00} and the required escrow fee of {\$10,000.00}. Abington Township Staff has not calculated the permit fees related to construction, storm water, mechanical, plumbing, fire protection, sanitary sewer or roadway improvements. The projected construction cost have not been submitted by the applicant. Therefore, the permit fees are not included on this fiscal impact statement.

ANALYSIS

No action has been taken on the request to waiver the above listed application and escrow fees at this time. Abington Township is in the process of developing a written policy that will require the approval of the Board of Commissioners for any such request.

SUBDIVISION AND LAND DEVELOPMENT

146 Attachment 7

Township of Abington
Application for Approval of Plan

Submission Date 10/23/2017

Application No. LD-17-03

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for approval of plan type as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled The Subdivision and Land Development Regulations of the Township of Abington of 1991, and any supplements and amendments thereto.

J. Glenn Harris (agent)

(Signature of Applicant)

Cheryl G. Smith

(Signature of Land Owner)

PRELIMINARY/FINAL LAND DEVELOPMENT PLANS
Title of Plan Submitted: FOR ABINGTON SCHOOL DISTRICT

A. Plan Type:

- | | |
|---|---|
| <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Minor Land Development |
| <input checked="" type="checkbox"/> Preliminary Major Subdivision | <input type="checkbox"/> Pre Major Land Development |
| <input checked="" type="checkbox"/> Final Major Subdivision | <input type="checkbox"/> Final Major Land Development |
| <input type="checkbox"/> Preliminary Major SD & LD | <input type="checkbox"/> Final Major SD & LD |

B. Plan Identification:

Plan Dated: 10/23/2017

Engineer: Renew Design Group

Plan Proposes: Brief narrative of the proposed activity. Commercial applications include building square footage and specific uses; Residential applications include number of lots and amount of dwelling unit types:

Various building additions and site improvements to accommodate the addition of 9th grade students to the high school and an upgrade to a 1956 facility. Building additions include a new academic wing, an auxiliary gym addition, and various facade changes. Site improvements include an expanded driveway, fire truck access to service the new addition, pedestrian accessibility improvements, lighting, landscaping, and associated storm water management.

C. Property Identification:

Address / Location 900 Highland Ave, Abington, PA 19001
Between streets Ghost Road and Susquehanna Rd

ABINGTON CODE

D. Applicant Identification:

Applicant : Abington School District
 Address 970 Highland Ave, Abington, PA 19001 Phone 215-884-4700

Land Owner: Abington School District
 Address 970 Highland Ave, Abington, PA 19001 Phone 215-884 4700

Equitable Land Owner: N/A
 Address _____ Phone _____

Architect: Gilbert Architects
 Address 626 N Charlotte St, Lancaster, PA 17063 Phone 717-291-1077

Engineer: Renew Design Group
 Address 117 East Broad Street, Suite 4, Souderton, PA 18964 Phone 484-443-4433

Attorney: Wisler Pearlstine, LLP
 Address 460 Norristown Road, Suite 110, Blue Bell, PA 19422-2323 Phone 610-825-8400

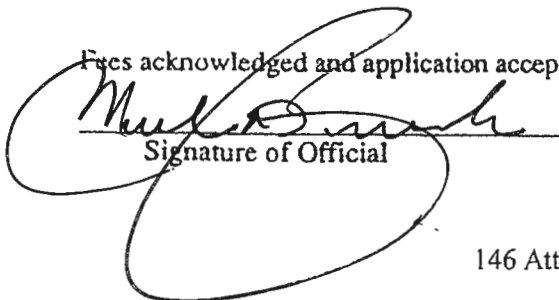
IMPROVEMENTS PROPOSED UNITS EST. COST.

Streets	_____	_____
Street Widening	_____	_____
Street Signs	_____	_____
Street Lighting	_____	_____
Curbs	_____	_____
Sidewalks	_____	_____
Storm Sewers	_____	_____
Water Supply	_____	_____
Fire Hydrants	_____	_____
Sanitary Sewers	_____	_____
Monuments	_____	_____
Shade Trees	_____	_____
Open Space	_____	_____
Park Land	_____	_____
Other	_____	_____

Total:

Fees received from applicant:	Application Fee	_____
	Review Escrow	_____
	Total	_____

Fees acknowledged and application accepted as complete:



 Signature of Official

10/23/2017

 Date



Township of Abington

Wayne C. Luker, *President*
Steven N. Kline, *Vice President*
Richard J. Manfredi, *Manager*
Jay W. Blumenthal, *Treasurer*

Glenn Harris, RLA
Renew Design Group
117 East Broad Street, Suite 4
Souderton, Pa. 18964

November 8, 2017

Re: Land Development Plan submitted for the addition & renovations to Abington School District's Senior High School Facility, known as Application LD-17-03.

Dear Mr. Harris,

Staff of the Township of Abington have received a submission packet for the proposed addition and alterations to the Abington School District's Senior High Facility. The property is zoned within the Community Service District of Ward #11 of the Township of Abington. The plan proposes a multi-level addition to the southeastern side of the existing Senior High School Building, with alterations for additional on-site bus parking and a service roadway/fire access lane. The following is a listing of the staff review comments that need to be addressed to the satisfaction of the Board of Commissioners of the Township of Abington. Several of the conditions listed within this staff review letter are permit related comments and must be addressed at the time permits are submitted for review. Those comments will be clearly marks with a (BP).

Engineering Department:

1. The storm water management plan was reviewed by BCM Engineers, LLC. A copy of their comments are attached under separate cover dated October 30, 2017. These comments have been attached for your review. Please be aware that Abington Township defers to the staff review comments contained within the Staff Memo listed in item #2 of this letter.
2. The Engineering Department's comments are attached under separate cover dated November 8, 2017 and authored by Michael E. Powers, Engineer, Township of Abington.

Fire Marshal's Office:

3. Comments from the Fire Marshal's Office of the Township of Abington are attached under separate cover dated November 7, 2017, authored by John J. Rohrer, Assistant Fire Marshal, Township of Abington.

Waste Water Treatment Facility:

4. Mr. Wrigley's comments concerning sanitary sewer flows, projections and installation requirements are attached under separate cover dated November 7, 2017.

Code Enforcement Department:

5. Please be aware that all proposed construction, alterations and additions must comply with the requirements of the 2009 International Building Code as amended by Abington Township Ordinance 1684. (BP)
6. All proposed alterations must comply with the 2009 International Construction Code for accessibility. (BP)
7. Also please be aware that all plumbing work within the Township of Abington is governed by 2009 International Plumbing Code, electrical work must conform the 2009 National Electrical Code, all mechanical work must comply with the 2009 International Mechanical Code and Abington Township enforces the 2009 International Energy Conservation Code.
8. All contractors and sub-contractors working on this site are required to be registered with the Township of Abington. Valid liability and worker's compensation insurance is required. (BP)
9. Plumbing work is proposed in connection with this application. All plumbing work proposed is required to be applied for and completed by a Master Plumber that is registered with this office. (BP)

Planning & Zoning Office:

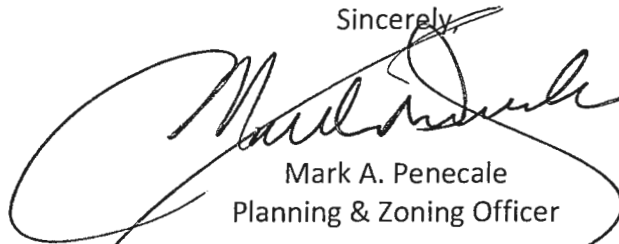
10. The property is zoned within the Community Service District and the proposed addition complies with the dimensional requirements of Section 904, Figure 9.4 of the Zoning Ordinance. However, the plans submitted for review are not sealed by either a Professional Engineer or a Land Surveyor. In addition, the plan are labeled "Preliminary Plan Set". The plan are required be sealed by either of the two professions listed above and should be labeled as a Final Plan Set.
11. The Zoning Data Chart found on Sheet C2.0 is required to be revised to add existing coverage percentages for impervious coverage, building coverage and green space. This is required so that staff can ensure compliance with Section 904 of the Zoning Ordinance as this section relates to Conditional Use Approval.

12. Please provide detail of the service access drive/fire access lane proposed to be installed along the Highland Avenue side of the proposed addition. As a fire access lane, this drive is required to be constructed to support a minimum of 30 tons.
13. The plans lists close to 500 caliper inches of mature tree growth to be removed. Although the removal of these trees are permitted, I would like to know if any new landscaping will be added to site other than what is shown within the court yard? In addition, prior to any earth moving or excavation work on the site, tree protections must be in place and an inspection completed by this office.
14. A lighting plan was not submitted for review. With the location of the proposed building being a minimum of 125 feet from the closest property line, I do not foresee an issue with overflow light. Please ensure that all exterior lighting fixtures have recessed bulbs so that the light source is not visible.
15. This office would suggest that Abington School District continue to work with Abington Township and Abington Police Department to improve pedestrian access to and from the complex.
16. This application will require waivers from the following Sections of the Subdivision & Land Development Ordinance of the Township of Abington:
 - A. **Section 146-11.A - Property Identification Plan** – The plan is required to supply the tax parcel information, owner’s name & lot area for all properties within 400 feet of the site(s) involved in this application.
 - B. **Section 146-11.B – Existing Features Plan** – The plan is required to plot the location of all utilities on the sites and within 400 feet of the properties involved in this application.
 - C. **Section 146-11.H – Landscaping & Shade Tree Plan** – The applicant is required to submit a landscaping plan that plots the location of all trees proposed to be removed. The plan should also plot the location of tree protection methods to be used and the size, type and location of all proposed plant growth to be installed.
 - D. **Section 146-11.I – Phasing Plan** – A phasing plan is required to be submitted that provides to a clear timeline for the proposed development.
 - E. **Section 146.11.J – Recreational Facilities Plan** – No portion of this pending development is proposed to offered as public open space.

F. **Section 146-11.K – Planning Module** – The applicant has submitted an ACT 537 exemption mailer that has been forwarded to Mr. Wrigley for review.

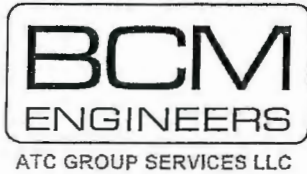
This application is scheduled to be reviewed by the Planning Commission, Code Enforcement Committee and the Board of Commissioners of the Township of Abington. Any revisions to the plans submitted must be received by my office at least 14 days prior to the next scheduled meeting. If there are any questions pertaining to the comments listed above, I would ask that you contact the reviewing department directly or I can be reached at 267-536-1017.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Penecale', is written over a large, stylized circular flourish.

Mark A. Penecale
Planning & Zoning Officer

Cc: Thomas Schneider, Abington School District Facilities Department
Richard J. Manfredi, Manager, Township of Abington
Michael E. Powers; Abington Township Engineer
George Wrigley, Director, Waste Water Treatment Facilities
Kenneth Clark; Fire Marshal, Township of Abington
File Copy (2)



920 Germantown Pike, Suite 200
 Plymouth Meeting, PA 19462
 Telephone 610-313-3100
 Fax 610-313-3151
 www.atcgroupservices.com

October 30, 2017

Mr. Michael E. Powers, P.E., Township Engineer
 Abington Township
 1176 Old York Road
 Abington, PA 19001

Subject: Abington School District
 Proposed High School Addition

Reference: Stormwater Facilities Review
 BCM Engineers Project No. Z057000047

Dear Mr. Powers:

We are in receipt of the following documents prepared by Renew Design Group., 121 N. Main Street, Suite 301, Souderton, PA 18964, dated October 23, 2017

- Drawings

DRAWING NO.	TITLE
	Cover
C1.0	Overall Existing Features
C1.1	Existing Features
C1.2	Demolition
C2.0	Site
C2.1	Site Notes & Details
C2.2	Site Notes & Details
C3.0	Grading & Drainage
C3.1	Grading & Drainage Detail
C3.2	Grading & Drainage Detail
C3.3	Grading & Drainage Notes & Details
C4.0	Utility
C4.1	Utility Notes & Details
C5.0	Profiles
C5.1	Profiles
C6.0	Landscape
C6.1	Lighting
C6.2	Landscape/Lighting Notes & Details
C7.0	Erosion & Sediment Control
C7.1	E&S Notes & Details
C8.0	Post Construction Storm Management
C8.1	PCSM Notes & Details
C8.2	PCSM Notes & Details

- Stormwater Management and Erosion & Sediment Control Report.



Based upon our review, we have the following comments:

GENERAL

1. This proposed development is located within the Tookany/Tacony-Frankford (TTF) Watershed, and is currently governed under Ordinance 2001, Stormwater Management Ordinance, which was adopted on January 14, 2016.
2. The proposed development is located within the TTF Watershed and is located in Management District B. Please note that the boundary line between District A and District B crosses the site, but the proposed addition is located within Management District B. See the attached maps. Paragraph 409.IT-D of the Ordinance states: "Sites Located in More than One (1) District - For a proposed development site located within two (2) or more stormwater management districts, the peak discharge rate from any subarea shall meet the management district criteria in which the discharge is located."
3. The applicant has proposed the following Stormwater BMPs: (1) a Rain Garden and (2) Five Infiltration Basins located at various points on site.
4. The above BMP facilities limit post development runoff from the site to below predevelopment levels in accordance with the levels mandated for Stormwater Management District A, however they must be designed to meet levels set for Stormwater Management District B.
5. The proposed BMPs satisfy Section 404 Nonstructural Project design to Minimize Stormwater Impacts, Section 405 Ground Water Recharge Requirements, and Section 407 Water Quality Control Requirements. More details on Section 409 Stormwater Peak Rate Control must be submitted due to construction in Stormwater Management District B.
6. The School District shall post escrow fees to cover engineering review, and future inspections (Yearly inspections and construction inspection).
7. An Operation & Maintenance Agreement (Appendix J of the Ordinance) should be executed between the Township and the School District.



Michael Powers, P.E.
Township of Abington
October 30, 2017
Page 3

STORMWATER REPORT

8. Section Two-Stormwater Management: Table 1 shows the allowable peak discharge rates that the BMPs should be designed. These are based upon levels mandated for TTF Stormwater Management District A, however they must be designed to meet levels set for Stormwater Management District B. Please note that even if the project was in the TTF Stormwater Management District A, the 2-Year storm would need to be reduced to levels found for the existing 1-year storm event.

DRAWINGS

9. Drawing No. C 5.1: Profile 313-UG2-IN is not complete. UG2 should be shown on the Drawing along with the Pipe Invert and Basin Bottom (El 300.50).
10. Drawing No. C8.2: The Storm Tank Stage Storage Table for UG3 is missing. The Stage Storage Table for UG4 was placed on the Drawing twice.

This review encompasses only the conceptual engineering aspects for the stormwater facilities shown in the plans. Neither the Township of Abington nor BCM Engineers can accept liability for the technical design aspects, as this is the sole responsibility of the developer's engineer. The developer is responsible for the complete operational capability of the system. Also, the developer will be required to furnish the Township, two sets of blue-line "as-built" plans for review. Upon approval of the "as-built" plans, the developer will be required to submit to the Township one (1) set of reproducible "as-built" plans of the stormwater facilities installed by him.

A preconstruction meeting with Township personnel and/or its representative(s) is mandatory before the start of any construction. This meeting must be held at least 7 days prior to start of construction. Any changes made to the stormwater facilities after the date of the approved plans must be resubmitted for review. The developer will be financially responsible for construction inspection of the facilities. Inspection is to be performed by the Township and/or its representative and reimbursed by the developer.

Should you have any questions concerning this review, please feel free to contact us.

Sincerely,

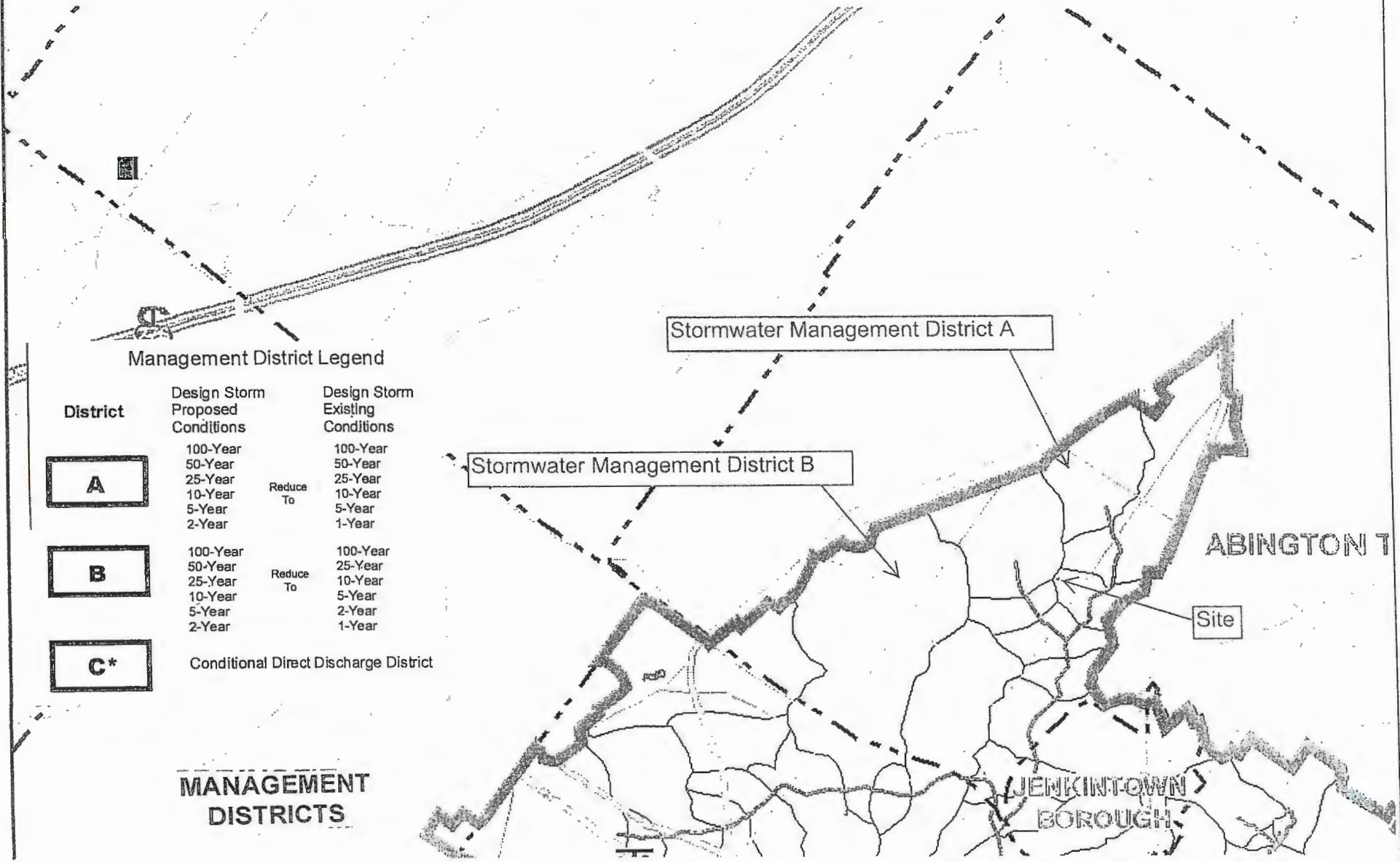
Michael R. Filmyer, P.E.
Manager, Municipal Services

MRF:sws

cc: Scott Marlin, Abington Township

S:\Engineering\Projects\Abington\Stormwater Reviews\Abington School District\Abington Highschool Addition 10-30-17.doc

TOOKANY/TACONY-FRANKFORD WA PHASE II - ACT 167 STORMWATER MANA



Management District Legend

District	Design Storm Proposed Conditions		Design Storm Existing Conditions
A	100-Year 50-Year 25-Year 10-Year 5-Year 2-Year	Reduce To	100-Year 50-Year 25-Year 10-Year 5-Year 1-Year
B	100-Year 50-Year 25-Year 10-Year 5-Year 2-Year	Reduce To	100-Year 25-Year 10-Year 5-Year 2-Year 1-Year
C*	Conditional Direct Discharge District		

MANAGEMENT DISTRICTS

TOOKANY/TACONY-FRANKFORD WA PHASE II - ACT 167 STORMWATER MANA



Impervious Land Cover

Travelway	Tank
Medians	Bldg Center
Shoulder	Parking
Travel Bridge	Sidewalk
Railroad Bridge	Concrete Slab
Pedestrian Bridge	Driveway
Lake	Alley
Pond	Parking Island
River	Pools
Stream	Ditches
Reservoir	Railroad Ballast
Building	Marsh
Institution	Natural Surface



Map III-6
IMPERVIOUS
LAND COVER



Township of Abington

Wayne C. Luker, *President*
Steven N. Kline, *Vice President*
Richard J. Manfredi, *Manager*
Jay W. Blumenthal, *Treasurer*

MEMO

To: Mark Penecale, Code & Zoning Officer
From: Michael E. Powers, Township Engineer, *M.E.P.*
Date: November 8, 2017
Regarding: Abington High School Additions and Renovation project

Mark- With regards to the aforementioned project, we offer the following comments:

- 1) Stormwater Management: The Plan and Report are acceptable. Stormwater fees will be waived for this project.
- 2) Soil Erosion Control: Since the area of disturbance is over one (1) acre, the plans will have to be reviewed by the Montgomery County Soil Conservation District.
- 3) The plan does not show soil erosion control around the construction area. Also, there shall be a five thousand dollar (\$5,000) escrow required for soil erosion control.
- 4) We recommend that a meeting with Township personnel (and/or its representative(s) be arranged before the start of any construction. Any changes made to the storm-water facilities after the date of the approved plans must be resubmitted for review.
- 5) This review encompasses only the conceptual engineering aspects for the storm-water facilities shown in the plans. Neither the Township of Abington (nor its representatives) can accept liability for the technical design aspects, as this is the sole responsibility of the developer's engineer. The developer is responsible for the complete operational capability of the system. Also, the applicant will be required to furnish the Township a set of "as-built plans" and a digital version of the "as-built plans."

Copy: Richard Manfredi, Township Manager
Lawrence Mateo, Director of Code Enforcement
Maria Wyrsta, Office Manager for Code Enforcement
Scott Marlin, Engineering Assistant.



ABINGTON TOWNSHIP FIRE MARSHAL

1176 Old York Road, Abington, Montgomery County, Pa., 19001

267-536-1088 fax 215-884-8271

November 7, 2017

Abington Senior High School
900 Highland Avenue
Abington, PA 19001

Reviewing the application for the General Permit for additions and renovations to the senior high school, the following will be **required** from the Fire Marshal's Office;

1. A posted fire watch is required for all hot work, posted for 30 minutes following completion of hot work.
2. Fire extinguishers are required on site during all demolition.
3. Debris shall be removed daily and kept at a minimum.
4. A separate Fire Alarm Permit is required.
5. A separate sprinkler system permit required.
6. Separate the existing FDC and relocate to the loading dock area on the east corner.
7. Paved access road to the open area between the addition and existing building with a "Y" turnabout.

A Fire Safety inspection **is required prior to use** of the renovated spaces, to include certification of all fire protection systems. All permits application packages are available on line at www.abington.org under Departments, Fire.

Any questions or concerns feel free to contact the Fire Marshal at the above number.

Sincerely,

A handwritten signature in black ink, appearing to read 'John J. Rohrer', written over a faint circular stamp.

John J. Rohrer
Assistant Fire Marshal



Township of Abington Planning Commission Recommendation Form

Application Number: LD-17-03
Zoning Text Amendment

Date: December 13, 2017

Applicant's Name: Abington School District

Property Known As: Senior High School Facility

Recommendation: APPROVED DENIED VOTE: 7 of 8

Over View:

PC1: This is the application of the **Abington School District** for a land development plan proposing additions to the Abington High School Senior High facility. Abington School District proposes to construct a number of additions totaling 183,337 square feet to the existing Senior High School Building. The main addition will front on Highland Avenue and boarder Ghost Road. The proposed two story main addition will include a partial basement. The plan calls for a revised student pickup & drop-off area, new bus lanes, an on-site storm water management system and a service drive that will also serve as a fire access lane. The proposed additions comply with all of the dimensional requirements of Article 9, Figure 9.4 of the Zoning Ordinance. The property is zoned within the Community Service District of Ward #11 of the Township of Abington.

Conditions:

1. Sanitary sewer service is available for this project and the final flow rates must be agreed to by Abington School District Design Professionals and Township Staff, with the approval from DEP.
2. The items listed within the Staff Review letter dated November 8, 2017 are to be a condition of the approval of this application.

3. The applicant is required to submit a minimum of four paper copies, four Mylar copies and one PDF Formatted disk of the final plan at the time the plans are submitted for Township signatures.

The following waivers have been requested.

- A. **Section 146-11.A – Property Identification Plan** – The plan is required the supply the names, tax parcel number, lot and unit number for all properties within 400 feet of the site. Yes {X} No { }
- B. **Section 146-11.B – Existing Features Plan** – From the requirement to depict all features within 400 feet of the site. Yes {X} No { }
- C. **Section 146-11.H – Landscaping & Shade Tree Plan** – A plan was submitted, however tree protection methods are required to be added as well as defined list of the size type and location of all landscaping proposed to be installed. Yes {X} No { }
- D. **Section 146-11.I – Phasing Plan** – a phasing plan is required to be submitted that details a clear timeline of the projected build-out for development. Yes {X} No { }

Review Comments:

- Abington School District continue to work with our Traffic Safety Division to improve the crosswalks on and around the entire Abington School District Property. We defer to Office Freed and the independent traffic study already completed by the Township of Abington.
- The EAC recommends Abington School District apply for the STAR Certification for this project. The EAC would like the opportunity to partner with Abington School in application process for the STAR Certification.
- Additional landscaping be added between Highland Avenue and the proposed retaining wall to soften the visual impact of a wall 10 to 16 feet in height.

Prepared By: M. A. Penecale

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

December 20, 2017

Mr. Mark A. Penecale, Zoning Officer
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: 17-0271-001
Abington High School Building Additions
183,337 s.f. on 116.19 acres
Highland Avenue (W), Ghost Road (N)
Abington Township

Dear Mr. Penecale:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on November 16, 2017. We forward this letter as a report of our review.

BACKGROUND

Abington School District, the applicant, has submitted a plan for a building expansion of 183,337 s.f. The applicant has submitted a preliminary and final plan.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Township may wish to consider prior to final plan approval. Our comments are as follows:



REVIEW COMMENTS

PEDESTRIAN SAFETY

As part of this development we recommend that the School District work with the Township to upgrade pedestrian safety and/or traffic calming measures along Highland Avenue.

- A. We recommend a crosswalk be constructed over Tyler Road, which is part of the school tract.



Tyler Road at Highland Avenue

- B. We understand that the addition of new stop signs at Highland and Canterbury and narrowing of the cartway are being studied in coordination with the Township's engineering consultant; these would be welcome enhancements for pedestrian safety [§146-27].

ENVIRONMENT

- A. Environmental Education. The school district and Tookany-Tacony Frankford Watershed Partnership have done great work creating environmental education opportunities on the grounds of the middle school. We recommend the district create new such opportunities on the grounds of the high school, using interpretive signage and the new proposed landscaping, rain gardens or other stormwater management features.
- B. Tree Selection. We recommend further diversifying the tree selection to reduce vulnerability to pestilence (there is a concentration of oaks).

SCHOOL REVIEW

- A. Municipalities Planning Code, Section 305. Because the proposed school project does not involve the acquisition of land, the sale or lease of a school building, or the construction of a new school facility where no facility existed before, the Montgomery County Planning Commission will not be conducting a separate school review under Section 305 of Act 247, The Pennsylvania Municipalities Planning Code. Instead, this letter will function as our official Section 305 school review, and we have no comments or recommendations on this school proposal in relation to the county comprehensive plan.

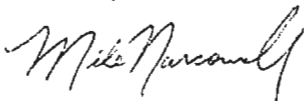
CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the Township's planning objectives for institutional development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,



Mike Narcowich, AICP, Principal Planner II
610.278.5238 - mncowic@montcopa.org

c: Richard J. Manfredi, Township Manager
Thomas Schneider, Applicant's Representative
Michael E. Powers, P.E., Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: Applicant's Plan
Aerial Image

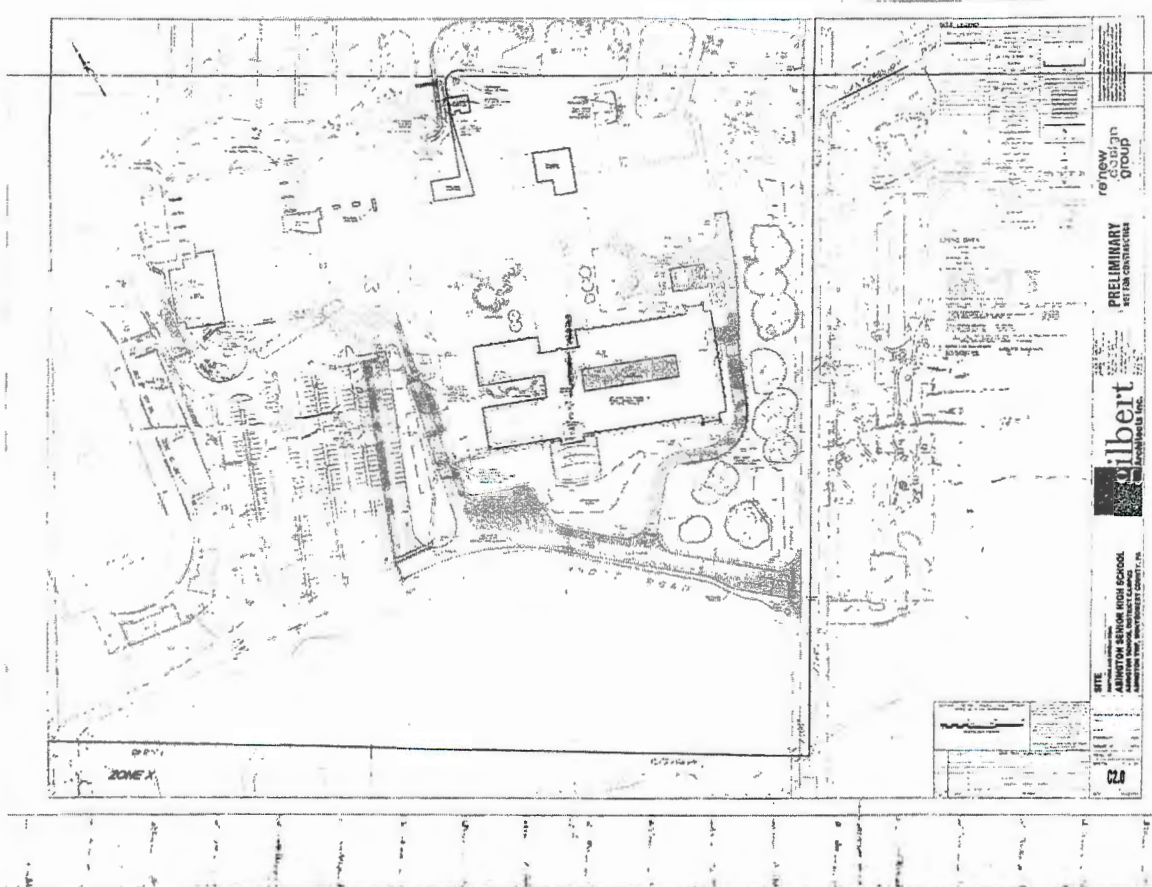


Abington High School
Building Additions
170271001

Montgomery
County
Planning
Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19380-0311
p) 610.278.3722 • f) 610.278.3941
www.montco.org/planning
Year: 2015 aerial photography provided by the
Delaware Valley Regional Planning Commission

0 200 400 Feet

30





ADMINISTRATIVE CODE AND LAND USE COMMITTEE

AGENDA ITEM

February 8, 2018

DATE

ACL-03-020818

AGENDA ITEM NUMBER

Office of the Township Manager

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100.

Yes

No

AGENDA ITEM:

Consider Approval of the First Amendment to License Agreement between Abington Township and New Cingular Wireless PCS, LLC, Successor By Merger to AT&T Wireless PCS Philadelphia, LLC, d/b/a AT&T Wireless Services.

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider Motion to approve the First Amendment to License Agreement between Abington Township and New Cingular Wireless PCS, LLC, successor by merger to AT&T Wireless PCS Philadelphia, LLC, d/b/a AT&T Wireless Services.

Cell Site No.: 10075531
Cell Site Name: Fitzwatertown
Fixed Asset No.: 10075531
Market: EPA/SNJ/DE
Address: 995 Fitzwatertown Road, Glenside, PA 19038

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") dated as of the later date below is by and between the Township of Abington, a municipal corporation, having an office at 1176 Old York Rd, Abington, PA 19001 (hereinafter referred to as the "Issuing Authority") and New Cingular Wireless PCS, LLC, successor by merger to AT&T Wireless PCS Philadelphia, LLC d/b/a AT&T Wireless Services, having a mailing address at 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "Licensee").

WHEREAS, the Issuing Authority and Licensee (or their predecessors in interest) entered into a License Agreement dated May 13, 1999, and an Addendum to License Agreement dated June 13, 1999, (hereinafter, collectively, the "License"), whereby the Issuing Authority leased to Licensee certain Licensed Premises, therein described, that are a portion of the Property located at 995 Fitzwatertown Road, Glenside, PA 19038; and

WHEREAS, the term of the License will expire on September 29, 2019, and the parties mutually desire to renew the License, memorialize such renewal period and modify the License in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, the Issuing Authority and Licensee desire to extend the term of the License; and

WHEREAS, the Issuing Authority and Licensee desire to modify, as set forth herein, the Annual Fee (as defined below) payable under the License; and

WHEREAS, the Issuing Authority and Licensee desire to amend the License to clarify the scope of Licensee's permitted use of the Licensed Premises; and

WHEREAS, the Issuing Authority and Licensee, in their mutual interest, further wish to amend the License as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuing Authority and Licensee agree as follows:

1. **Term.** The term of the License shall be amended to provide that the License has a new initial term of five (5) years ("New Initial Term"), commencing on September 30, 2019 ("New Term Commencement Date"). As of such New Term Commencement Date, all remaining renewal terms in the License except as set forth herein shall be void and of no further force and consequence. The License will be automatically renewed for up to four (4) additional five (5) year terms (each an "Extension Term") upon the same terms and conditions of the License, as amended herein, without further action by either party, unless either party notifies the other in writing of their intention not to renew the License at least twenty four (24) months prior

Cell Site No.: 10075531
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to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. The Issuing Authority agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Licensee may continue to use and exercise its rights under the License as permitted prior to the New Initial Term.

2. **Termination.** In addition to any rights that may exist in the License, Licensee may terminate the License at any time with six (6) months prior written notice to the Issuing Authority for any or no reason, provided Licensee pays to the Issuing Authority, a termination fee equal to twenty five (25 %) percent of the current Annual Fee.

3. **Modification of Annual Fee.** Commencing on September 30th 2019, the Annual Fee payable under the License shall be twenty eight thousand and 00/100 Dollars (\$28,000.00) per year (the "Annual Fee"), and shall continue during the Term, subject to adjustment, if any, as provided below.

4. **Future Annual Fee Increase.** License is amended to provide that commencing on September 30, 2024, The Annual Fee shall increase by fifteen (15%) percent over the Annual Fee paid during the previous year, and at the beginning of each extension Term as applicable.

5. **Expansion of Permitted Use.** Licensee, its personnel, invitees, contractors, agents, sub licensees, or its authorized sub licensees, or assigns may use the Licensed Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "Communications Facility"), or relocate the same within the Licensed Premises at any time during the term of the License for any reason, so long as these changes do not exceed the structural capacity of the tower/structure at this height, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Licensee may operate the Communications Facility at any frequency for which it has all requisite licenses and permits so long as these frequencies do not cause an interference issue with an existing lawfully installed and properly operated tenant on the structure. The Issuing Authority shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If the Issuing Authority does not comply with the terms of this section, in addition to any other rights it may have at law, Licensee may terminate the License and shall have no further liability to the Issuing Authority. If the Issuing Authority does not comply with the terms of this section, Licensee will have the right to exercise any and all rights available to it under law and equity, including the right to cure the Issuing Authority's default and to deduct the costs of such cure from any monies due to the Issuing Authority from Licensee.

6. **Removal/Restoration.** In addition to the terms set forth in the License, The Issuing Authority agrees that the Communications Facility and any related equipment brought to the Licensed Premises by Licensee, its agents, contractors, predecessors-in-interest or licensees,

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shall be and remain Licensee's personal property or the personal property of its licensee(s), as the case may be. The Issuing Authority waives any and all rights it may have, including any rights it may have in its capacity as the Issuing Authority under the License to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Licensee, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the License, with notice to the Issuing Authority but without the Issuing Authority's consent. Notwithstanding any terms to the contrary, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Licensee be required to remove from the Licensed Premises or the Property any foundations or underground utilities. Licensee, may, in its sole discretion, transfer any improvements or alterations to the Licensed Premises to the Issuing Authority at any time during the Term of the License with notice to and the Issuing Authority's consent. The Issuing Authority will give their consent or rejection to Licensee's request to transfer any improvements or alterations within fifteen (15) days after receiving notice from Licensee of such request.

7. **Sublicense Rights.** The License is amended to provide that upon notice to and consent of the Issuing Authority, Licensee may sublease all or any portion of the Licensed Premises to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Sub Licensee") upon such terms and conditions as Sub Licensee shall agree (each such agreement a "Sublicense"). Prior to requesting the Issuing Authority's consent, Licensee will submit detailed plans and an approved structural analysis for the Issuing Authority's review. The Issuing Authority will give their consent or rejection to Licensee's request to sublicense within sixty (60) days after receiving said plans and approved structural analysis from Licensee. Should the Issuing Authority not approve the proposed Sublicense, Licensee shall not proceed with the Sublicense. Notwithstanding any terms in the License to the contrary, no revenue sharing from any agreement between Licensee and Sub Licensee shall be due to Issuing Authority. However, nothing herein shall be construed to prohibit Issuing Authority from negotiating its own agreement with Sub Licensee prior to giving its consent to the proposed Sublicense.

8. **Acknowledgement.** The Issuing Authority acknowledges that: 1) this First Amendment is entered into of the Issuing Authority's free will and volition; 2) The Issuing Authority has read and understands this First Amendment and the underlying License and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding the Issuing Authority's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) The Issuing Authority has been advised and is informed that should the Issuing Authority not enter into this First Amendment, the underlying License between the Issuing Authority and Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

9. **Notices.** Paragraph 10(b) of the License is hereby deleted in its entirety and replaced with the following:

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"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # 10075531
Cell Site Name Fitzwatertown; Fixed Asset No.: 10075531
575 Morosgo Drive
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # 10075531
Cell Site Name Fitzwatertown; Fixed Asset No: 10075531
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to the Issuing Authority:

ATTN: Manager's Office
Abington Township
1176 Old York Rd, Abington, PA 19001
With a copy to Rudolph Clarke, LLC;
7 Neshaminy Interplex Dr #200,
Feasterville-Trevoze, PA 19053

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

10. **Rental Stream Offer.** If at any time after the date of this First Amendment, the Issuing Authority receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the License ("**Rental Stream Offer**"), the Issuing Authority shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee

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chooses not to exercise this right or fails to provide written notice to the Issuing Authority within the ninety (90) day period, the Issuing Authority may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the License. If the Issuing Authority attempts to assign or transfer Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Licensee shall not be responsible for any failure to make payments under the License and reserves the right to hold payments due under the License until the Issuing Authority complies with this Paragraph.

11. **Charges.** All charges payable under the License such as utilities and taxes shall be billed by the Issuing Authority within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by the Issuing Authority, and shall not be payable by Licensee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by the Issuing Authority. The provisions of this subsection shall survive the termination or expiration of the License.

12. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

13. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this First Amendment.

14. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

THE ISSUING AUTHORITY:
Township of Abington,
a municipal corporation

LICENSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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ISSUING AUTHORITY ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 201__,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

- (a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

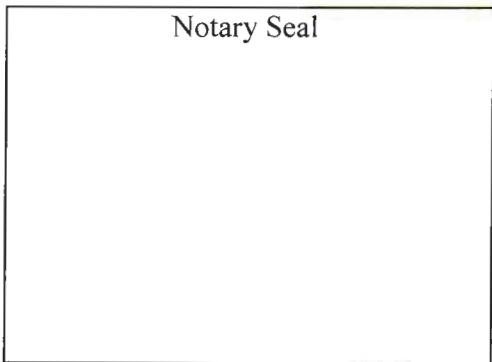
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LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

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Attachment 1

Memorandum of License

Cell Site No.: 10075531
Cell Site Name: Fitzwatertown
Fixed Asset No.: 10075531
Market: EPA/SNJ/DE
Address: 995 Fitzwatertown Road, Glenside, PA 19038

MEMORANDUM OF LICENSE

Prepared by:

Michael Myers
Smartlink LLC
1000 W 9th Ave Suite D
King Of Prussia, PA 19406

Return to:

Phillips Lytle, LLC
One Canalside
125 Main Street
Buffalo, NY 14203-2887

Re: Cell Site # 10075531;
Cell Site Name: Fitzwatertown
Fixed Asset Number: 10075531
Tax Parcel #54-00-06263-001
State: Pennsylvania
County: Montgomery

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 20____, by and between the Township of Abington, a municipal corporation, having a mailing address of 1176 Old York Rd, Abington, PA 19001 (“**ISSUING AUTHORITY**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (“**LICENSEE**”).

1. Issuing Authority and Licensee entered into a certain License Agreement (“**License**”) on the 3rd day of June, 1999, as amended by that certain FIRST Amendment to License Agreement for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the License.
2. The initial License Term will be five (5) years (“**New Initial Term**”) commencing on September 30, 2019, with four (4) successive five (5) year options to renew.
3. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the

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License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

“ISSUING AUTHORITY”

Township of Abington

By: _____
Print Name: _____
Its: _____
Date: _____

“LICENSEE”

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

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Address: 995 Fitzwatertown Road, Glenside, PA 19038

LICENSEE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this the ____ day of _____, _____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of New Cingular Wireless, PCS, LLC, a limited liability company, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as _____.

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

Notary Public
My Commission Expires: _____

ISSUING AUTHORITY ACKNOWLEDGEMENT

Corporation:

COMMONWEALTH/STATE OF _____
COUNTY OF _____

On this, the ____ day of _____, _____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ of _____, a corporation, and that he/she/they as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

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EXHIBIT 1

DESCRIPTION OF LICENSED PREMISES

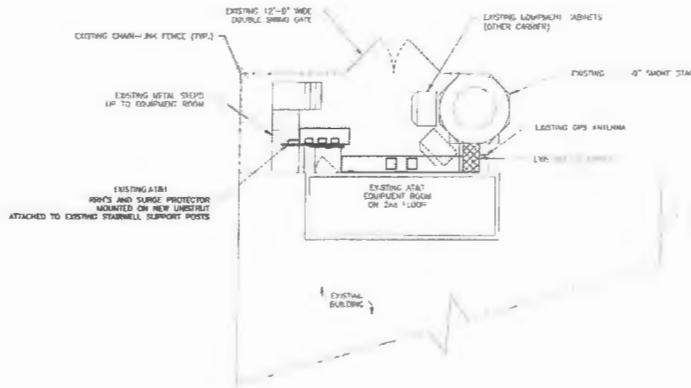
Page 1 of 1

to the Memorandum of License dated _____, 20____, by and between Township of Abington, a municipal corporation, as the Issuing Authority, and New Cingular Wireless PCS LLC, a Delaware liability company, as Lessee.

The Licensed Premises are described and/or depicted as follows:

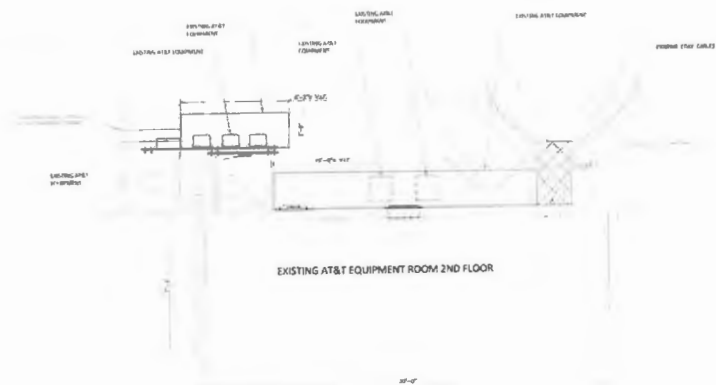
A portion of the Property, located at 995 Fitzwatertown Rd. Glenside, 19038, as more particularly described below:

Site Plan

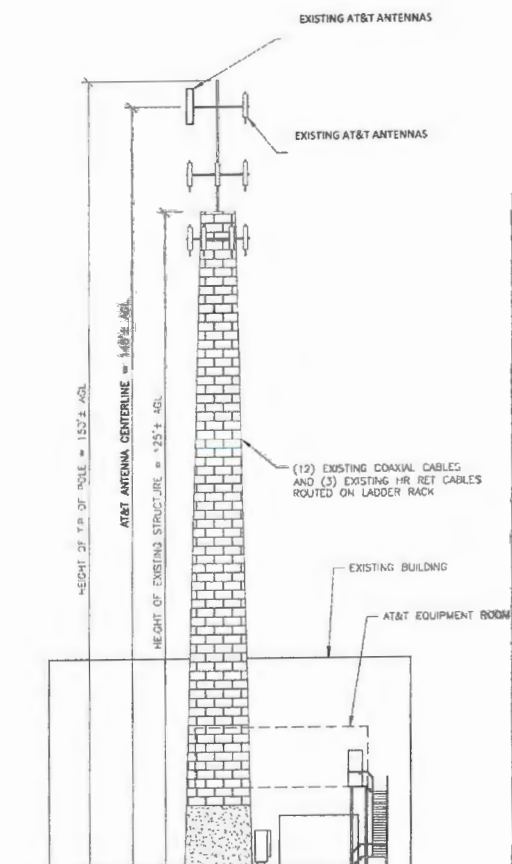


Equipment Plan

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Tower Plan



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Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE LICENSED PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE LICENSED PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



ADMINISTRATIVE CODE AND LAND USE COMMITTEE

AGENDA ITEM

February 8, 2018

ACL-04-020818

DATE

AGENDA ITEM NUMBER

Office of the Township Manager

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Consider Establishing a Policy for Subordinating the Township's Liens on those Properties to Mortgages Held by Banks or Other Lenders.

EXECUTIVE SUMMARY:

See attached Rudolph Clarke, LLC memorandum to Richard J. Manfredi, Township Manager dated January 16, 2018.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTION:

Consider motion to establish a policy that any HUD loans be a mortgage and recorded as a mortgage and authorizing the Township Manager to execute the appropriate agreements and related documents.

Prepared By:

Michael P. Clarke, Esquire
Rudolph Clarke, LLC
Seven Neshaminy Interplex
Suite 200
Trevose, PA 19053

Return To:

Michael P. Clarke, Esquire
Rudolph Clarke, LLC
Seven Neshaminy Interplex
Suite 200
Trevose, PA 19053

CPN#

**OWNER/OCCUPIED REHABILITATION PROGRAM GRANT
AND 0% - INTEREST LOAN AGREEMENT**

By and Between

THE TOWNSHIP OF ABINGTON

and

This **AGREEMENT**, entered into on the ____ day of _____, 20__,
by and between the **TOWNSHIP OF ABINGTON, PENNSYLVANIA** (hereinafter called
GRANTOR" or "TOWNSHIP"), and, _____,
[an individual, a corporation, a partnership...] (hereinafter called "**GRANTEE**").

WITNESSETH THAT:

WHEREAS, the **GRANTOR** is implementing programs of financial assistance for
the rehabilitation of residential single-family housing units which are owner-occupied by low/very
low income residents of Abington Township, Montgomery County, Commonwealth of Pennsylvania;
and

WHEREAS, the **GRANTOR** has established policies and procedures for
implementation of a Owner/Occupied Rehabilitation Grant or Grant and 0%-Interest Loan Program
(hereinafter called "Program") which is designed to provide for the equitable distribution of housing
{ 00742859 ; v1 }

rehabilitation funds to residents of Abington Township of low/very low incomes who: (1) own and occupy single-family homes for not less than two (2) years within Abington Township, and (2) which do not comply with the Code of the Township of Abington (Pennsylvania Uniform Construction Code and the U.S. Department of Housing and Urban Development Residential Rehabilitation Inspection Guide is also used for reference); and

WHEREAS, the GRANTOR'S Program may be used for rehabilitation costs necessary to make these single-family homes conform to the Code of the Township of Abington (Pennsylvania Uniform Construction Code and utilizing the Residential Rehabilitation Inspection Guide from the U.S. Department of Housing and Urban Development) as reference; and

WHEREAS, GRANTEE is owner of and occupies that certain single-family residence located at _____, as more fully described in a Deed recorded on _____, _____, in the office of the Recorder of Deeds in and for Montgomery County, Pennsylvania, in Deed Book _____, page _____ (hereinafter called "Property") and wishes to participate in the **GRANTOR'S** Program; and

WHEREAS, the GRANTEE has been deemed eligible by the **GRANTOR** to participate in the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the **GRANTOR** and the **GRANTEE** agree as follows:

1. a. In consideration of the **GRANTOR'S** using public funds to provide a Grant or a combination of Grant and 0%-Interest Loan to **GRANTEE** in order to subsidize the cost of eligible activities relating to and approved by the **GRANTOR, GRANTEE** shall be obligated to incur costs for improvements required to bring the Property into compliance with the Code of the Township of Abington (Pennsylvania Uniform Construction Code and utilizing the Residential Rehabilitation Inspection Guide from the U.S. Department of Housing and Urban Development) as reference). Failure to make the necessary repairs in order to comply with Pennsylvania Uniform Construction Code and utilizing the Residential Rehabilitation Inspection Guide from the U.S. Department of Housing and Urban Development as reference will result in the total amount of the grant (up to \$15,000), the total amount of the loan, and the total amount of any lead-based paint-related costs becoming payable and due immediately. Smoke detectors must be installed. All improvements shall be the responsibility of the **GRANTEE**, must be attached physically to the property and permanent in nature, and shall remain on the Property at the termination of this Agreement.
- b. The cost of the rehabilitation work shall be funded by a maximum grant of \$15,000. Any work that exceeds the \$15,000 grant but is necessary to make the Property conform to Abington Township's Code Standards (Pennsylvania Uniform

Construction Code and utilizing the Residential Rehabilitation Inspection Guide from the U.S. Department of Housing and Urban Development as reference shall be funded in the form of a 0%-Interest Loan.

2.
 - a. The **GRANTEE** may repay in full the 0%-Interest Loan at any time.
 - b. The **GRANTEE** hereby agrees and consents to the recording of this Loan Agreement as a mortgage lien upon the Property for the benefit of the **GRANTOR**. The amount of the said mortgage lien shall not exceed the total amount of the 0% Interest Loan. At the time the full amount of the 0% Interest Loan is repaid, **GRANTEE** shall be entitled to a release and satisfaction of the mortgage lien upon the Property.
 - c. If the **GRANTEE** chooses not to repay the 0%-Interest Loan, the entire outstanding balance due on the Loan shall immediately become due and payable to the Township of Abington upon the sale or transfer of title to the Property. The repayment obligation of the **GRANTEE** shall come out of the proceeds of the sales transaction.
3.
 - a. The **GRANTEE** understands that this Grant or Grant and 0%-Interest Loan is being made by the **GRANTOR** on the basis that the Property to be rehabilitated is owner-occupied by residents of low/very low income. The **GRANTEE'S gross** household income (excluding that of full-time students up to age 23) may not exceed the following income limits for the Philadelphia PMSA:

<u>Family Size</u>	<u>Income Limits</u>
1 person	\$ 46,600.00
2 persons	53,250.00
3 persons	59,900.00
4 persons	66,550.00
5 persons	71,900.00
6 persons	77,200.00
7 persons	82,550.00
8+ persons	87,850.00

- b. The **GRANTEE** has provided the **GRANTOR** with, at the time of the execution of this Agreement, proof of all earned income, which includes any income earned or any changes in the **GRANTEE'S** financial status that may occur between the time of the **GRANTEE'S** qualification for participation in the Owner-Occupied Rehabilitation Program and the actual execution of this Agreement. Earned income is defined as current combined incomes, before deductions, for all wage earners in the household over 18 years old (excluding full-time students up to age 23); regular contributions and gifts; alimony and child support; income from a business (gross income less expenses); earned income tax credits; income from welfare assistance; periodic

payments (Social Security, pensions, etc.); and income from assets (actual income, if total assets are \$5,000 or less, or if the assets are more than \$5,000, the greater of the actual income from assets or the total assets X passbook rate of 2.72%). Assets include:

1. amounts in savings and checking accounts;
2. stocks, bonds, savings certificates, money market funds and other investment accounts;
3. equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset;
4. the cash value of trusts that are available to the household;
5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty;
6. contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment;
7. assets which, although owned by more than one person, allow unrestricted access by the applicant;
8. lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims;
9. personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.;
10. cash value of life insurance policies;
11. assets disposed of for less than fair market value during two years preceding certification or recertification.

The homeowner has provided proof of income in any combination of the following or by providing any financial information requested by the Community Development Office:

1. S.S.I. payments 11 evidence of monthly mortgage
2. Disability payments responsibilities

- | | | | |
|-----|---------------------|-----|--|
| 3. | W-2 Form | 12. | cash value of life insurance policies |
| 4. | 1040 Form | 13. | evidence of pension payments |
| 5. | all federal returns | 14. | evidence of welfare assistance |
| 6. | 1099 Miscellaneous | 15. | actual and imputed income from assets |
| 7. | 1099 Div. | | |
| 8. | 1099 Int. | 16. | evidence of child support and/or alimony |
| 9. | bank statements | | |
| 10. | State income tax | | |

- c. The **GRANTEE** must be the owner of record of the Property and must occupy it as the owner of record as his/her primary residence for not less than two (2) years prior to making application for assistance under the Owner/Occupied Rehabilitation Program.
- 4.
 - a. After rehabilitation, the **GRANTEE** agrees not to sell the property and must occupy the dwelling as his/her primary residence for a period of no less than five years. Failure to do so will result in the total amount of the grant (up to \$15,000), the total amount of the loan, and the total amount of any lead-based paint-related costs becoming payable and due at settlement, unless the homeowner can prove in writing that a hardship exists and that selling the property is the only recourse. A decision on the extent of the hardship will be made by the Township's Community Development Office.
 - b. If the **GRANTEE** sells or transfers title to (including in the event of the death of the **GRANTEE**) his/her/their Property to other than the issue (child/children) of the **GRANTEE** for any reason at any time after the mandatory residency requirement of five years outlined in paragraph 4.a., the entire unpaid balance of the original obligation shall become due and payable by the **GRANTEE** to the **GRANTOR**.
 - c. If the **GRANTEE** at any time sells or transfers title to (including in the event of the death of the **GRANTEE**) his/her/their Property to his/her/their issue (child/children) and the issue (child/children) does not occupy the property as his/her/their primary residence, payment on the unpaid balance of the 0%-Interest Loan shall commence immediately under terms and conditions agreed upon jointly by the owner and the Township's Community Development Office.
 - d. If the **GRANTEE** at any time transfers title to (including in the event of the death of the **GRANTEE**) his/her/their Property to his/her/their issue (child or children) and the issue (child or children) in turn either sells the Property or transfers title to the Property to anyone, the unpaid balance of the 0%-Interest Loan shall be repaid to the **GRANTOR** by the issue (child or children) in accordance with the attached Financial Arrangement Repayment Schedule.

- e. If the **GRANTEE** is incriminated for knowingly and willfully falsifying, or making any false writing or document knowing the same to contain false, fictitious or fraudulent statement or entry, the total amount of the rehabilitation of the property shall become due and payable immediately. All costs incurred by the **GRANTOR** will be returned to the **GRANTOR**.
5. The **GRANTEE** agrees to have his/her Property tested for the presence of lead-based paint and further agrees to permit the Property to be abated, if warranted. The **GRANTEE** understands that any costs associated with the treatment of lead-based paint will be funded in the form of a grant.
6. The **GRANTEE** agrees to have his/her/their property in a condition suitable to effect the rehabilitation as determined by the Township's Community Development Office. The **GRANTEE** agrees that his/her/their Property shall be free of debris and all other extraneous materials that would impede the rehabilitation efforts. Failure to have the Property in condition suitable for rehabilitation will result in the suspension of the rehabilitation until the **GRANTEE** corrects the situation to the satisfaction of the Community Development Office.
7. **The GRANTEE agrees not to attempt to alter the Work Write-Up in any way or attempt to harass or coerce the Contractor into providing services and/or materials not specified in the Work Write-Up. All extra services and/or work must be approved by the Township. Any such attempts to alter the Work Write-Up or to harass or coerce the Contractor shall render all rehabilitation agreements null and void. All work will cease immediately.**
8. **The GRANTEE agrees to permit the Contractor and the Township access to the property to inspect the work. Refusal to permit such inspection will render all rehabilitation agreements null and void. All work will cease immediately.**
9. The **GRANTEE** warrants that there are no existing code violations with the Township (exclusive of code deficiencies on the actual dwellings) or prior liens upon the Property other than a first mortgage with _____ Dated _____.
10. The **GRANTEE** agrees to provide, maintain and deliver to the **GRANTOR** on the anniversary date of the execution of the Owner/Occupied Rehabilitation Program Grant and 0%-Interest Loan Agreement, and thereafter on a yearly basis and/or by request for the duration of the lien, evidence of fire, flood (if applicable), and extended coverage insurance satisfactory to the **GRANTOR**, in the order and amount sufficient to permit repair or replacement of the Property, but in no event less than \$ _____.

11. The **GRANTEE** agrees to pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency, and shall not permit any liens to be imposed on the Property by reason of any delinquency.
12. The **GRANTEE, OR THE EXECUTOR IN THE EVENT OF THE DEATH OF THE GRANTEE**, shall promptly notify the **GRANTOR** of any change in **the GRANTEE'S** name and address.
13. The **GRANTEE** understands and agrees that the Owner/Occupied Rehabilitation Grant or Owner/Occupied Grant and 0%-Interest Loan are being made by the **GRANTOR** to **GRANTEE** to affect the **GRANTEE'S** Property in accordance with the rehabilitation work write-up attached to this Agreement and made a part hereof. The **GRANTEE** may not add any items or delete any items from the work write-up without consent of the Township. The cost of any additional work or upgraded materials not specified in the work write-up or in extras to the work write-up shall be borne by the **GRANTEE**.
14. The **GRANTEE** agrees to any extra work and materials not specified in the work write-up but necessary to make the **GRANTEE'S** Property conform to Pennsylvania Uniform Construction Code and utilizing the Residential Rehabilitation Inspection Guide from the U.S. Department of Housing and Urban Development as reference. These extras will be determined by the Township's rehabilitation specialist and will be discussed with the **GRANTEE**. Failure to agree to necessary extras will result in all work ceasing immediately and will render all rehabilitation agreements null and void. The homeowner will be charged for all rehabilitation work (including lead-based paint charges) completed at the time of the homeowner's refusal to the necessary extras.
15. The **GRANTEE** understands that if he/she/they knowingly and willfully falsify, or make any false writing or document knowing the same to contain false, fictitious or fraudulent statements or entries, will not only be fined no more than \$10,000 or imprisonment of not more than five years, or both, but **will** result in the total amount of the grant (up to \$15,000), the total amount of the loan, and the total amount of any lead-based paint-related costs becoming payable and due, if prosecuted and convicted.
16. This Agreement shall not be assigned or transferred by the **GRANTEE** to other than the issue of the **GRANTEE**, provided that any such transfer shall not be effective except upon prior written notice to **GRANTOR**.
17. This Agreement shall bind the respective successors and assigns of the parties hereto.

18. The **GRANTEE** understands and agrees that under no circumstances will **GRANTOR** agree to subordinate **GRANTOR'S** lien to any new financing on the property, unless the fair market value of the property, as determined in the sole discretion of the **GRANTOR**, exceeds the sum of all debt on the property by at least twenty-five percent (25%).

The **GRANTOR** further reserves the right to refuse to subordinate its lien to new financing on the property as individual circumstances dictate, notwithstanding the fact that the sum of all debt on the property will be less than twenty-five percent (25%).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

TOWNSHIP OF ABINGTON

By: _____,
President
Board of Commissioners

ATTEST:

Richard J. Manfredi
Secretary

Date: _____

GRANTEE/MORTGAGOR

X _____

Name: _____

Title (if applicable): _____

The address of the Grantor/Mortgagee is:
TOWNSHIP OF ABINGTON
1176 Old York Road
Abington, PA 19001
On behalf of Grantor/Mortgagee:

Richard J. Manfredi, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the ___ day of _____, 20__, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared _____, who acknowledged himself to be the President of the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township of Abington by himself as President on behalf of the Township of Abington.

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

Notary Public
My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this _____ day of _____, 20__, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to me, to be the person whose name is subscribed to the within instrument and acknowledged himself to be the Grantee/Mortgagor as set forth in the foregoing and who acknowledged that he/she as such Grantee/Mortgagor executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this _____ day of _____, 20__, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ known to me or satisfactorily proven to me, to be the person whose name is subscribed to the within instrument and acknowledged herself to be the Grantee/Mortgagor as set forth in the foregoing and who acknowledged that he/she as such Grantee/Mortgagor executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission expires: