

ABINGTON TOWNSHIP

MARCH 8, 2018



BOARD AGENDA



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS *Regular Public Meeting*

A G E N D A **March 8, 2018**

CALL TO ORDER

ROLL CALL MYERS, BRODSKY, ROTHMAN, DiPLACIDO, SANCHEZ, THOMPSON,
SCHREIBER, HECKER, SPIEGELMAN, VAHEY, GILLESPIE, ZAPPONE,
BOWMAN, KLINE, LUKER

PLEDGE OF ALLEGIANCE

BOARD PRESIDENT ANNOUNCEMENTS

1. PRESENTATIONS

- a. Swearing In of Fire Marshall, John J. Rohrer by the Honorable Judge Kessler
- b. Citation presented to Kenneth J. Clark
- c. Swearing In of Fire Chief, Michael Ratka Roslyn Fire Company by the Honorable Judge Kessler
- d. Citation presented to Chief Dale Jonas, Roslyn Fire Company

2. PUBLIC COMMENT ON AGENDA ITEMS

3. CONSENT AGENDA

- a. Motion to Approve the Minutes from the Board of Commissioners Meeting of February 8, 2018.
- b. **PW-01-030818** Motion to award Glasgow, Inc. bid as lowest responsible bid of Part 1 and Part II of the Super-Pave Bid and enter into a contract with Glasgow, Inc. in the amount of \$1,049,120.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications.

Motion to award Eureka Stone Quarry, Inc. bid as lowest responsible bid of Part III of the Super-Pave Bid and enter into a contract with Eureka Stone Quarry, Inc. in the amount of \$42,125.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS *Regular Public Meeting*

A G E N D A **March 8, 2018**

- c. **PW-02-030818** Motion to award Commonwealth Precast, Inc. bid as lowest responsible bid and enter into a contract with Commonwealth Precast, Inc. in the amount \$67,160.00 for the purchase and delivery of storm sewer inlets and manhole structures as per bid specifications.

- d. **PW-03-030818** Motion to award Delaware Valley Concrete Co., Inc. bid as lowest responsible bid and enter into a contract with Delaware Valley Concrete Co., Inc. in the amount \$6,752.00 for the purchase and delivery of Ready Mix Concrete as per bid specifications.

- e. **PS-01-030818** Motion to authorize the President and Township Manager to accept a grant from The North Central Highway Safety Network, Inc. in the amount of \$15,000.00 with the Township's matching portion of \$1000.00. The Township's match will cover the Social Security Cost of the officers working the grant as this expense is not covered by the grant. At the conclusion of the grant the social security expense will be transferred to 01-04-044-5110.

- f. **PA-01-030818** Motion to accept the Tree Vitalize "Community Forestry Management" Grant in the amount of \$8,130.00.

- g. **FC-01-022018** Investments: Motion to approve investments for the month of January as previously circulated to the Board. It was noted that investments for the month totaled \$1,300,000.00. Interest rate yields ranged from 1.60% to 1.850%.

- h. **FC-03-022018** Clearing Fund/Deferred Revenue and Expense/Petty Cash: Motion to approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of January as previously circulated to the Board. Clearing fund receipts and disbursements for the month of January 2018 were \$825.87 and (\$84.39), respectively. Deferred Revenue/Expense receipts and disbursements for the month of January 2018 were \$6,490.46 and (\$22,776.01) respectively.

- i. **FC-04-022018** Training and Conference Expenses: Motion to approve the Advance and Travel Expense activity for January 2018 as previously circulated to the Board. Advance and Travel Expense reports were \$0.00 and \$3,912.56 respectively. One-month expenses totaled \$3,912.56.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A March 8, 2018

4. UNFINISHED BUSINESS

- a. **ACL-01-020818** Motion to adopt 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.
- b. **PA-02-030818** Motion to accept the apparent low bid of \$45,752.50 from
(PA-01-011118) Think Green to complete the Ardsley Wildlife Sanctuary trail Phase construction project.

5. NEW BUSINESS

a. PUBLIC WORKS COMMITTEE COMMISSIONER TOM HECKER, CHAIR

- PW-04-030818** Motion to award the 2018 Milling Project Bid to James D. Morrissey at \$1.69 per square yard for a total bid \$582,144.16.

b. ADMINISTRATIVE CODE AND LAND USE COMMITTEE COMMISSIONER BEN SANCHEZ, CHAIR

- ACL-01-030818** Presentation of the Land Development plan submitted by ABH Builders, Inc. for the Vacant Property located at 1043 Easton Road, Abington, PA 19001.
- ACL-03-030818** Motion to adopt Resolution 18-016 of the Township of Abington authorizing the approval of letter amendment E to the reimbursement agreement with the Pennsylvania Department of Transportation to amend the final design costs in accordance with Supplement E to the Engineering Agreement with the Project Engineer, Pennoni Associates, Inc., for the road reconstruction project located along or near state route 2034 (Edge Hill Road), Section MGI R/W, and/or state route 2036 (Tyson Avenue), Section MGI R/W, Federal Project number X064193-L240, Pennsylvania Department of Transportation Project MPMS 57865.
- ACL-04-030818** Motion to appeal the decision of the Zoning Hearing Board rendered on February 20, 2018 for application number #17-07: The Application of Baederwood Residential Partners, LP and approve legal fees up to \$7,000.00.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS *Regular Public Meeting*

A G E N D A **March 8, 2018**

c. FINANCE COMMITTEE VICE-PRESIDENT STEVEN KLINE, CHAIR

Approve the Treasurer's Report: Township Treasurer, Jay W. Blumenthal

FC-02-022018

Expenditures/Salaries and Wages: Motion to approve the January expenditures as previously circulated to the Board, in the amount of \$2,126,951.71 and salaries and wages in the amount of \$2,338,046.10, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of April 2018.

(Motion and Roll Call)

FC-06-022018

Budget Transfer Authorization - Funding for Legal Fees: Motion to appropriate \$90,270.00 from fund balance for legal fees: Baederwood Zoning - \$45,676.50, Crown Castle - \$29,082.00 and O'Neill Consulting \$15,511.35.

PUBLIC COMMENT

ADJOURNMENT



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A March 8, 2018

BOARD POLICY ON AGENDA ITEMS

For information Purposes Only

Board President Announcements

This item on the Board of Commissioners Agenda is reserved for the Board President to make announcements that are required under law for public disclosure, such as announcing executive sessions, or for matters of public notice.

Public Comment

Public Comment on Agenda Items is taken at the beginning of regularly scheduled Public Meetings prior to any votes being cast. When recognized by the presiding Officer, the commenter will have three minutes to comment on agenda items at this first public comment period. All other public comment(s) not specific to an agenda item, if any, are to be made near the end of the public meeting prior to adjournment. Public comment on agenda items at regularly scheduled Board of Commissioner Committee meetings will be after a matter has been moved and seconded and upon call of the Chair for public comment.

Presentations

Should the Board of Commissioners have an issue or entity that requires time to present an issue to the Board, that is more than an oral description relating to an agenda item under consideration, The Board may have that matter listed under Presentations. If nothing is listed under presentations, then there is no business to conduct in that manner.

Consent Agenda

Items of business and matters listed under the Consent Agenda are considered to be routine and non-controversial and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired by Board of Commissioner Members, that item is to be identified by the Board member and will be identified and removed from the Consent Agenda, and will be considered separately at the appropriate place on the Agenda.

Unfinished Business

Items for consideration as unfinished business are matters that have been considered for action at a public Board Meeting and have not been tabled to a date certain or voted upon.

New Business

Items for consideration as new business are matters that have been considered for action at the Board Committee Meeting. It is Board practice to not introduce new business at Board Committee Meetings.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A March 8, 2018

BOARD POLICY ON PUBLIC PARTICIPATION

For information Purposes Only

The Township shall conduct business in accordance with the Commonwealth of Pennsylvania Laws governing the conduct of public meetings and only establish guidelines that shall govern public participation at meetings consistent with the law.

Each commenter shall:

- Direct their comments to the Presiding Officer;
- Speak from the podium or into a microphone designated by the presiding officer;
- State their name for the record;
- Either orally or in writing provide their address for the record;
- Have a maximum of three minutes to make their comments. Each commenter when speaking to a specific agenda item, is to keep their comments relative to that identified agenda item;
- Speak one time per agenda item;
- When commenting on non-agenda items, the commenter is to keep their comments related to matters of the Township of Abington, Montgomery County, Pennsylvania.
- State a question to the Presiding Officer after all commenters have spoken, and;
- Be seated after speaking or upon the request of the presiding officer;
- Not engage in debate, dialogue or discussion;
- Not disrupt the public meeting, and;
- Exercise restraint and sound judgement in avoiding the use of profane language, and the maligning of others.

Consent Agenda



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 8, 2018

PW-01-030818

DATE

AGENDA ITEM NUMBER

Public Works

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Bid Award Super-Pave Paving Material

EXECUTIVE SUMMARY:

1. Six (6) bids were sent out and we received three (3) bids back.
2. This was a three part bid with each part being awarded separately in order to get the best possible price for the township.
3. Glasgow, Inc. was the lowest responsible bidder of Part 1 and Part II coming in at \$1,022,000.00 and \$27,120.00 for a total of \$1,049,120.00.
4. Eureka Stone Quarry, Inc. was the lowest responsible bidder of Part III of the Super-Pave Bid coming in at \$42,125.00.
5. We have used both Glasgow, Inc. and Eureka Stone Quarry, Inc. in years passed and are satisfied with both their products.
6. The materials will be used primarily for our overlay program as well as smaller jobs including permanent patching but will also be used by other township departments.
7. Bid tabulation sheet is included for your review.

PREVIOUS BOARD ACTIONS:

This is a yearly bid which is put out by the Public Works Department primarily for our Overlay Program, patching and other projects.

RECOMMENDED BOARD ACTION:

Consider a motion to award Glasgow, Inc. bid as lowest responsible bid of Part 1 and Part II of the Super-Pave Bid and enter into a contract with Glasgow, Inc. in the amount of \$1,049,120.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications.

Consider a motion to award Eureka Stone Quarry, Inc. bid as lowest responsible bid of Part III of the Super-Pave Bid and enter into a contract with Eureka Stone Quarry, Inc. in the amount of \$42,125.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-01-030818

DATE INTRODUCED: March 8, 2018

FISCAL IMPACT AMOUNT: 1,091,245.00

FUND: B 07-00-000-2437

FISCAL IMPACT:



YES



NO

FISCAL IMPACT

Cost > \$10,000.

Yes



No



SUMMARY

This bid is for the overlay of our proposed roads to be overlaid in 2018. The roads proposed are a combination of Aqua and PECO projects and township proposed roads.

ANALYSIS

The township receives reimbursement from Aqua and PECO for their projects that the township completes with overlay.



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 8, 2018

PW-02-030818

DATE

AGENDA ITEM NUMBER

Public Works

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Bid Award Storm Sewer Inlets and Manhole Structures

EXECUTIVE SUMMARY:

1. The materials from this bid will be used by the new crew that was approved in the 2018 budget for Capital Improvement Projects and in-kind services for grant work that the township has committed to.
2. There were five (5) bids sent out and two (2) bids were received back.
3. Commonwealth Precast, Inc. was the lowest responsible bid with a total bid of \$67,160.00.
4. Commonwealth Precast, Inc.'s bid was significantly lower than the 2nd and only other bid received by \$21,820.00.
5. We have previously purchased products from Commonwealth Precast, Inc. and are very satisfied with their products.
6. Bid tabulation sheet is included for your review.

PREVIOUS BOARD ACTIONS:

This is the first year for this bid.

RECOMMENDED BOARD ACTION:

Consider a motion to award Commonwealth Precast, Inc. bid as lowest responsible bid and enter into a contract with Commonwealth Precast, Inc. in the amount \$67,160.00 for the purchase and delivery of storm sewer inlets and manhole structures as per bid specifications.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-02-030818

DATE INTRODUCED: March 8, 2018

FISCAL IMPACT AMOUNT: 67,160.00

FUND: 2017 Bond Issue

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

The materials in this bid are for the In-House Capital Improvements Projects and for in-kind services that the township has committed to completing for a number of grants.

ANALYSIS

The 2018 Capital Improvement Projects are already approved and funded and the in-kind services for grant work has been approved and funded as well. The in-kind services significantly reduces the township match portion of the grants.

ABINGTON TOWNSHIP, DEPARTMENT OF PUBLIC WORKS
 BID TABULATIONS FOR:

Storm Sewer Inlets and Manhole Structures

2/15/2018

BIDDER	AMOUNT OF BID	BID DOCUMENTS	DEVIATIONS / SUBSTITUTIONS	COMMENTS
Commonwealth Precast, Inc. 694 Forman Road Souderton, PA 18964	Total Bid - \$67,160.00	in order		
Atlantic Concrete Products, Inc. 8900 Old Route 13 Tullytown, PA 19007	Total Bid - \$88,890.00	in order		



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 8, 2018

DATE

Public Works

DEPARTMENT

PW-03-030818

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Bid Award Ready Mix Concrete

EXECUTIVE SUMMARY:

1. There were five (5) bids sent out and two (2) bids received back.
2. Delaware Valley Concrete, Inc. was the lowest responsible bid with a total bid of \$6,752.00.
3. Delaware Valley Concrete, Inc.'s bid was significantly lower than the 2nd and only other bid received by \$9,275.50.
4. We have used Delaware Valley Concrete, Inc. in years passed and are satisfied with their product.
5. Bid tabulation sheet is included for your review.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTION:

Consider a motion to award Delaware Valley Concrete Co., Inc. bid as lowest responsible bid and enter into a contract with Delaware Valley Concrete Co., Inc. in the amount \$6,752.00 for the purchase and delivery of Ready Mix Concrete as per bid specifications.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-03-030818

DATE INTRODUCED: March 8, 2018

FISCAL IMPACT AMOUNT: 6,752.00

FUND: 01-13-131-5323

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

The bids came in under the amount required for bidding purposes. The reason we put this out for bid is that the township currently purchases this equipment but does not exceed the amount that would require a bid. This year, with the creation of the new program to complete Capital Improvement Projects in-house and in-kind services for grant work that the township has committed to over the next 5 years we estimate exceeding the threshold.

ANALYSIS

The 2018 Capital Improvement Projects are already approved and funded and the in-kind services for grant work has been approved and funded as well. The in-kind services significantly reduces the township match portion of the grants.

ABINGTON TOWNSHIP, DEPARTMENT OF PUBLIC WORKS
 BID TABULATIONS FOR:

Ready Mix Concrete

2/15/2018

BIDDER	AMOUNT OF BID	BID DOCUMENTS	DEVIATIONS / SUBSTITUTIONS	COMMENTS
Delaware Valley Concrete P.O. Box 457 Hatboro, PA 19040	\$6,752.00	in order		
James D. Morrissey, Inc. 851 County Line Road Huntingdon Valley, PA 19006	\$16,027.50	in order		



PUBLIC SAFETY COMMITTEE

AGENDA ITEM

March 8, 2018

PS-01-030818

DATE

AGENDA ITEM NUMBER

Police

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Aggressive Driving/Buckle Up PA Grant

EXECUTIVE SUMMARY:

These funds will significantly help reduce highway fatalities and injuries by targeting aggressive drivers and seat belt usage. This program is funded nationally by The National Highway Traffic Safety Administration and will include the following:

Increase traffic enforcement through a multi-state, coordinated and focused campaign targeting aggressive drivers.

Collect baseline data on the rate of aggressive driving violations, including red light violations, stop sign violations, excessive speeding and following too close violations.

Improve public knowledge and behavior through the implementation of a regional public awareness and education campaign, using paid media.

Evaluate the success of the implemented countermeasure strategies.

Implement programs to provide education about seat belts, child safety seats, occupant protection devices, police training, compliance monitoring and enforcement of occupant protection laws.

PREVIOUS BOARD ACTIONS:

Previous Board Action Request prepared on October 5, 2016 was accepted. Copy of previous Board Action Request attached. Over the past six years the total amount approved by the Board of Commissioners has been approximately \$145,750.00. These monies have been used for traffic and seatbelt enforcement activities.

RECOMMENDED BOARD ACTION:

Motion to authorize township officials to accept a grant from The North Central Highway Safety Network, Inc. in the amount of \$15,000.00 with the Township's matching portion of \$1000.00. The Township's match will cover the Social Security Cost of the officers working the grant as this expense is not covered by the grant. At the conclusion of the grant the social security expense will be transferred to 01-04-044-5110.

PUBLIC SAFETY COMMITTEE

BOARD ACTION REQUEST

October 5, 2016

DATE

AGENDA ITEM NUMBER

DEPARTMENT

Police

AGENDA ITEM

Aggressive Driving/Buckle Up PA Grant

TOWNSHIP MANAGER

PREVIOUS ACTIONS

Previously the board accepted grants from Buckle Up Pennsylvania that funded the aggressive driving and seat belt usage programs. The six year total amount is \$145,750.00.

RECOMMENDED BOARD ACTION

Motion to authorize township officials to accept a grant from The North Central Highway Safety Network, Inc. in the amount of \$ 15,000.00 with the Township's matching portion of \$ 1000.00. The Township's match will cover the Social Security cost of the officers working the grant as this expense is not covered by the grant. At the conclusion of the grant the social security expense will be transferred to 01-04-044-5110

COMMENTS

These funds will significantly help reduce highway fatalities and injuries by targeting aggressive drivers and seat belt usage. This program is funded nationally by The National Highway Traffic Safety Administration and will include the following:

- Increase traffic enforcement through a multi-state, coordinated and focused campaign targeting aggressive drivers.
- Collect baseline data on the rate of aggressive driving violations, including red light running, stop sign violations, excessive speeding and following too close.
- Improve public knowledge and behavior through the implementation of a regional public awareness and education campaign, using paid media.
- Evaluate the success of the implemented countermeasure strategies.
- Implement programs to provide education about seat belts, child safety seats, occupant protection devices, police training, compliance monitoring and enforcement of occupant protection laws.



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

March 8, 2018

PA-01-030818

DATE

AGENDA ITEM NUMBER

Parks and Recreation

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Tree Vitalize Grant

EXECUTIVE SUMMARY:

In order to adequately address tree protection and tree replacement, some, not all next steps were identified:

- * Do a case study of selected recent development projects that resulted in poor tree management/replacement
- * Recommend practical improvements to the zoning Ordinance based on the above analyses
- * Create a "How to" document for the Township staff and contractors related to tree protection and tree replacement (i.e. help them implement the proposed improvements)
- * Create a "Street tree care" brochure for residents who have valuable trees located within the right of way
- * Direct grant money to hire a consulting firm to provide the professional expertise to carry out this project, under the direction of the STC

PREVIOUS BOARD ACTIONS:

See attached, adopted 15-0

RECOMMENDED BOARD ACTION:

Recommend accepting a Tree Vitalize "Community Forestry Management" in the amount of \$8,130.00.

2018 Tree Vitalize “Community Forestry Management Grant”

Commissioner Spiegelman made a MOTION, seconded by Commissioner Zappone to approve a grant submitted by and for the Shade Tree Commission for a 2018 Tree Vitalize “Community Forestry Management Grant” and \$5,250.00 cash to be appropriated in the Fiscal Year 2018 Budget as a match from the Township.

Commissioner Luker asked for any comments from Commissioners or staff.

Commissioner Spiegelman commented that Rita Stevens, Chairperson of the Shade Tree Commission could not be here this evening, so she put together a brief comprehensive explanation in which he read into the record.

Commissioner Luker asked for any public comments.

Lora Lehmann, 1431 Bryant Lane, expressed concern that she feels “the forest is dying and being ignored.”

Commissioner Luker said Ms. Stevens should be made aware of the comments made by the speaker so they can be addressed accordingly.

MOTION was ADOPTED 15-0.

FINANCE COMMITTEE:

Commissioner Kline announced that Township Treasurer Blumenthal is excused this evening; however, the Treasurer’s report can be viewed through a “Right To Know” request.

Investments

Commissioner Kline made a MOTION, seconded by Commissioner Hecker to approve investments for the month of June as previously circulated to the Board. It was noted that investments for the month totaled \$265,000.00. Interest rate yields ranged from 1.25% to 1.40%.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

Commissioner Luker asked for any public comments. There were none.

MOTION was ADOPTED 15-0.

PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

PA4

August 10, 2017

DATE

AGENDA ITEM NUMBER

DEPARTMENT

TOWNSHIP MANAGER

Administration

Richard J. Manfredi

AGENDA ITEM

Consider approving a grant be submitted by and for the Shade Tree Commission for a 2018 Tree Vitalize "Community Forestry Management Grant"

PREVIOUS ACTIONS: None

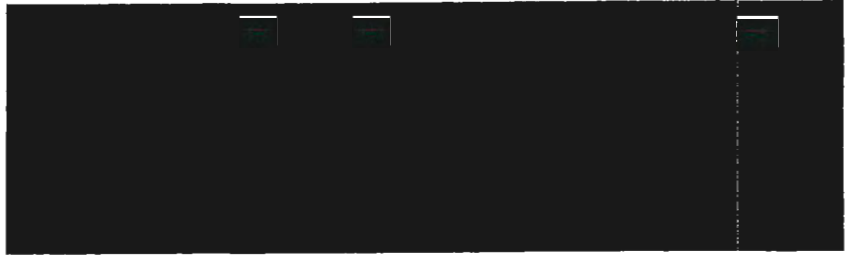
RECOMMENDED BOARD ACTION

- Motion to approve a grant submitted by and for the Shade Tree Commission for a 2018 Tree Vitalize "Community Forestry Management Grant" and \$5,250 cash be appropriated in the Fiscal Year 2018 Budget as a match from the Township.
-

BACKGROUND AND COMMENTS

In order to adequately address tree protection and tree replacement, some, not all next steps were identified:

- Do a case study of selected recent development projects that resulted in poor tree management / replacement
- Recommend practical improvements to the Zoning Ordinance based on the above analyses
- Create a "how to" document for Township staff and contractors related to tree protection and tree replacement (i.e. help them implement the proposed improvements)
- Create a "Street Tree Care" brochure for residents who have valuable trees located within the right of way
- Direct grant money to hire a consulting to provide the professional expertise to carry out this project, under the direction of the STC.



Timeline

Application Deadline : August 15, 2017 4:00pm EST
Awards Announced : November 2017
Project Term : January 1, 2018 – December 31, 2018

Eligible Applicants for Community Forestry Management Grants

Any municipalities or non-profit organizations, *regardless of geographic location*, working within the Commonwealth of Pennsylvania may apply for a Community Forestry Management grant through the TreeVitalize program. Non-profit organizations must provide evidence of their non-profit status and Bureau of Charitable Organization (BCO) status with their application. Current grantees are eligible to submit an additional application, contingent upon the submission of close out materials for any open grants. Applications may be received from one entity in all three (3) funding categories (Tree Planting, Urban Riparian Buffers, or Community Forestry Management); however, only one (1) can be approved during each grant term.

Funding Guidelines and Requirements

This funding opportunity is aimed at providing assistance for tree care management plans, tree inventories, pruning, short term employment (including internships), educational workshops, webinars, urban wood utilization, ordinance development, land banks design, urban agriculture design, and other aspects of urban forestry.

Funding preference will be provided to projects that involve partnerships and include trainings/educational components and enhance the public's access to and enjoyment of urban forestry.

Allowable expenses may include consultant fees, professional fees, and rental equipment relevant to this specific project.

Non-allowable expenses may include one-time purchase of equipment (rakes, shovels, etc.), computers, or other capital equipment purchases; although, projects that include these expenses will still be considered for funding contingent upon non-allowable expenses funded by the applicant as a cash-match.

Funding will *not* be provided for tree plantings.

Applicants must provide a 1:1 match with at least 75% cash / 25% non-cash match. All grant funds will be reimbursed once the project is complete and a final report has been submitted and approved.

Please note, conversations with TreeVitalize staff, Penn State University Extension Urban Foresters, or DCNR/BOF Service Foresters do not guarantee approval of this application. All applications are reviewed based upon the funding stream through which the project is submitted by a team of experts and grant awards will be announced in November 2017.

Pre-Application Checklist

Contact TreeVitalize staff, Penn State University Extension Urban Forester staff, or DCNR/BOF Service Forester concerning the proposed project *no later than three weeks prior to submitting this application (i.e. by July 25, 2017 if submitting on August 15, 2017).*

If appropriate, schedule site visit with TreeVitalize staff, Penn State University Extension Urban Forester, or DCNR/BOF Service Forester.

Obtain letter of support from Municipal official if appropriate.

Application Checklist

Fully completed application including all requested documents, maps, budget, and signatures. *Incomplete applications will not be considered.*

If appropriate, conducted a site visit with DCNR/BOF Service Forester OR Penn State University Extension Urban Forester

Obtained authorization and signature from appropriate municipal/organizational staff

Submitting an Application

All applications, and accompanying documents, must be received no later than 4:00pm EST on Tuesday, August 15, 2017. *Late applications will not be reviewed.* Applications must be submitted via email in pdf format; handwritten, Word document, or other variations will not be accepted. If you experience technical difficulties at any point, please contact the Grants & Development Coordinator.

Email address for application submission : c-jcavey@pa.gov

Technical Assistance for Community Forestry Management Applications and Projects

Application and Grant-related Questions, contact:

Jessica Cavey, Grants & Development Coordinator

(phone) : 717/599.8650 / (email) : c-jcavey@pa.gov

Urban Tree Canopy and PA Tree Map Questions, contact :

Mark Hockley, Tree Canopy Coordinator

(phone) : 717.214.7511 / (email) : c-mhockley@pa.gov

Volunteer and Community Planning Questions, contact:

Shea Zwerver, Community Engagement Coordinator

(phone) : 717/346.9583 / (email) : c-szwerver@pa.gov

Community Forestry Management Project Questions, contact :

Penn State University Extension Urban Forester appropriate to your location. List of foresters available [here](#).

DCNR/BOF Service Forester appropriate to your location. List of foresters available [here](#).

TreeVitalize grants are administered through the PA Urban and Community Forestry Council with generous donations from the PA Department of Conservation and Natural Resources.

APPLICANT INFORMATION

1. Primary Contact (project manager)

Rita W. Stevens

Does the municipality/organization have any qualified Tree Tenders on its project team?

Municipality/Organization Name (applicant)

Abington Township

Yes No

Federal employer identification number (required) **23-6000025**

Mailing address

**1176 Old York Road
Abington, PA 19001**

Phone

215-435-2718

Email

abingtontrees@gmail.com

2. Do any of the project team members have training in urban forestry, arboriculture, or similar knowledge of those subjects?

Yes No

2a. If yes, please list name of person(s):

**Rita Stevens
Joseph Ascenzi**

3. Does the municipality or organization have an established shade tree commission?

Yes No

4a. If yes, please list current president:

Rita Stevens

4. Please describe current municipal/organizational community tree ordinance with access(link) to online ordinance or attachment, if applicable.

The Township revised the Zoning Ordinance in 2016, which improved many aspects of tree provision and care. However, it falls short of offering practical standards for site disturbance, tree protection and replacement. This was recognized as the time of the revision, and is the starting point for this proposal. <http://www.abington.org/home/showdocument?id=6055>

5. What type of technical assistance do you anticipate requesting from TreeVitalize staff for this project?

- coordinating volunteer / community engagement efforts
- uploading information to PA Tree Map
- planning/organizing a community forestry management plan
- understanding and maintaining grant requirements
- other, please explain :

It would be helpful to connect with other municipalities who have completed this type of work, with an eye for practical integration of the tree ordinance and the larger community forestry management plan.

6. Please list the current Pennsylvania Legislators (Senate and Representatives) for the location in which this project is taking place. This information will be used to notify elected officials of the use of Commonwealth funds within local communities.

District 4 PA Senator Arthur Hayward

District 153 PA Representative Madeleine Dean

COMMUNITY FORESTRY MANAGEMENT PROJECT INFORMATION

Please refer to Page 1 of this application concerning allowable expenses and projects.

7. Please briefly describe the proposed community forestry management project and include the names and relationship with any partners involved in this project. If applicable, attach a map of the proposed inventory or pruning sites. *Please note: All tree care work must adhere to ANSI-A300 and Z133 safety and pruning standards.*

- a. Benchmark relevant township ordinance that include practical means for tree protection and tree replacement formulas.
- b. Develop case studies of selected recent development projects within Abington Township that resulted in good vs. poor tree management or replacement.
- c. Recommend practical improvements to the Abington Township Zoning Ordinance based on the above analyses.
- d. Create a "how to document for Township staff and contractors related to tree protection and tree replacement, thus providing guidance for implementing the proposed improvements to the Zoning Ordinance.
- e. Create a "Street Tree Care" brochure for residents whose properties abut public right-of-way containing valuable trees.

8. If applicable, please list the names and contact information of any professional contractors who may work on this project. *Note: contractor fees are considered allowable grant-covered expenses through this funding opportunity.*

Robert Wells, Consulting Certified Arborist
Morris Arboretum
wellsrob@upenn.edu
mobile 609-577-1382

C. Dennis Metz, Municipal Arborist
ASCA Consulting Arborist
treemdmetz@gmail.com
610-825-3233

9. Please provide information concerning volunteer programs involved in this community forestry management project (new or existing relationships) and the estimated number of volunteers anticipated. Please note : any volunteer/in-kind donations must be tracked and documented in the final project report.

Professional members of the Shade Tree Commmission will manage the project, in cordination with members of the Township staff responsible for tree maintenance and code enforcement. Rita Stevens will lead data collection and analysis, drawing from Code Enforcement and STC records. Two members of the STC will create and lead a training workshop for Township staff and contractors on the resulting ordinance provisions.

10. Please describe how, if appropriate, the community forestry management plan fits into a larger community/organization-wide green infrastructure plan.

Abington Township is a STAR Certified Community through which we set goals and track progress towards a wide array of economic, environmental and social sustainability objectives. The Township Forestry Management plan falls within the "Natural Systems" focus area, and we have placed an emphasis on

- green infrastructure- integrating the built environment to conserve ecosystem funtions
- biodiversity and management of invasive species
- natural resource protection

PROJECT BUDGET

Grant Amount Requested (minimum \$5,000.00, maximum \$50,000.00)

Match Amount Provided (Non-Cash + Cash) \$ 8750.00

Percentage of total project cost : 50%

Total Project Cost : \$17,500

RMS

Category 1: Project specific supplies & materials

ANTICIPATED EXPENSES				SOURCE OF FUNDING		
Item	Unit Cost	Quantity	Total Cost	Non-Cash Match (i.e. supplies donated)	Cash Match (i.e. purchased with applicant funds)	Grant Funds (i.e. purchased with grant funds)
Printing			500	500		
Total Supplies & Materials	X	X	500	500		

Category 2: Equipment Costs

ANTICIPATED EXPENSES				SOURCE OF FUNDING		
Equipment Type	Hours Utilized	Hourly Rate	Total Cost	Non-Cash Match (i.e. use of equipment donated or covered in-house)	Cash Match (i.e. paid with applicant funds)	Grant Funds (i.e. paid from grant funds)
Total Equipment Costs		X	0	0	0	0

Category 3: Volunteer Services and Labor

ANTICIPATED EXPENSES					ANTICIPATED NON-CASH MATCH		
Type Volunteer (i.e. Tree Tenders, Girl Scouts, Rotary Club, community members, etc.)	Number of People	Hours Worked	Hourly Rate current volunteer rate: \$24.14	Total Contributed	Non-Cash Match		
data collection and summary	1	40	24.14	960	960		
data analysis	2	20	24.14	960	960		
training	1	40	24.14	960	960		
(to be provided by STC volunteers- see narrative)							
correspondence	1	5	24.14	120	120		
Total Volunteer Services and Labor				2,880 3,000	2,880 3,000		

RWD

Category 4: Paid Services and Labor

ANTICIPATED EXPENSES					SOURCE OF FUNDING		
Service Name and Type Service	Number of People	Hours Worked	Hourly Rate	Total Cost	Non- Cash Match	Cash Match (i.e. paid with grantee funds)	Grant Funds (i.e. paid from grant funds)
Consulting Arborists- analyze	2	40	175	14,000	0	5,250	8,750
Total Paid Services and Labor				14,000	0	5,250	8,750

Total Project Cost	Total Non-Cash Match	Total Cash Match	Total Grant Funds (to be paid from Grant)
16,880	2,880	5,250	8,750

Grand Totals

17,500 3,500 5,250 8,750

RWD

FORESTER & MUNICIPALITY APPROVAL

Please note: This form is for any projects which may include inventory and/or pruning of trees.

Forester Approval

I have conducted a site visit of each inventory and/or pruning location and have approved attached community management plan.

Forester Name and affiliation (DCNR or PSU Extension) :


Phone

610.489.4315

Email

jxs51@psu.edu

Signature


Julian Schopf

Date 8-11-17

Municipality Approval (if applicable)

I understand that trees will be including in an inventory and/or pruning project on publicly accessible land at the addresses listed within this application through the TreeVitalize Program, and authorize this action.

Municipal Official Name & Title:

(Elected official or staff person responsible for municipal tree care)

Rita W. Stevens, Chair,
Abington Shade Tree
Commission

Phone

215-435-2781

Email

abingtontrees@gmail.com

Signature



Date

8-11-17



FINANCE COMMITTEE

AGENDA ITEM

FEBRUARY 20, 2018

FC-01-022018

DATE

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Investments

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve investments for the month of January. It was noted that investments for the month totaled \$1,300,000.00. Interest rate yields ranged from 1.60% to 1.850%.

SCHEDULE OF INVESTMENTS
JANUARY 2018

MATURITY	DATE	FINANCIAL INSTITUTION	FUND	CASH	DISCOUNT PREMIUM	INTEREST	REINVESTED/ NEW INVESTMENT	MATURITY DATE	RATE	Y-T-M	NEXT CALL
NEW	01/05/18	BERKSHIRE BANK	WORKERS COMP				11,000.00	01/04/19	1.60%	1.600%	
100,000.00	01/08/18	MORGAN STANLEY PVT BANK	SEWER OPERATIONS	100,000.00							
NEW	01/10/18	BANK OF CHINA	GENERAL				33,000.00	12/17/18	1.600%	1.600%	
NEW	01/10/18	BANK OF CHINA	PERM IMP				11,000.00	12/17/18	1.600%	1.600%	
245,000.00	01/11/18	WEX BANK	PERM	245,000.00							
NEW	01/11/18	MORGAN STANLEY PVT BANK	SEWER OPERATIONS				100,000.00	01/11/19	1.750%	1.750%	
NEW	01/18/18	SAFRA NATIONAL BANK OF NY	PERM IMP				245,000.00	01/17/19	1.750%	1.750%	
200,000.00	01/22/18	COMENITY BANK	WORKERS COMP	200,000.00							
210,000.00	01/22/18	KEY BANK	SEWER CAPITAL	210,000.00							
NEW	01/24/18	BANK OF THE WEST SF	SEWER CAPITAL				210,000.00	01/23/19	1.800%	1.800%	
NEW	01/25/18	BANK OF INDIA	WORKERS COMP				200,000.00	01/23/19	1.800%	1.800%	
245,000.00	01/29/18	SHINHAN BANK	GENERAL	245,000.00							
245,000.00	01/30/18	SOUTHERN BANK	GENERAL	245,000.00							
NEW	01/31/18	BMO HARRIS BANK	GENERAL				105,000.00	01/31/19	1.85%	1.850%	
NEW	01/31/18	UMPQUA BANK	GENERAL				140,000.00	07/31/19	1.60%	1.600%	
NEW	01/31/18	LIVE OAK BANKING CO	GENERAL				245,000.00	11/09/19	1.75%	1.750%	
1,245,000.00				1,245,000.00	0.00	0.00	1,300,000.00				

B-2



FINANCE COMMITTEE

AGENDA ITEM

FEBRUARY 20, 2018

FC-03-022018

DATE

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Clearing Fund/Deferred Revenue and Expense/Petty Cash

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of January. Clearing fund receipts and disbursements for the month of January 2018 were \$825.87 and (\$84.39), respectively. Deferred Revenue/Expense receipts and disbursements for the month of January 2018 were \$6,490.46 and (\$22,776.01) respectively.

CLEARING FUND ANALYSIS

Description	Beginning Balance 01/01/18	Receipts	Disbursements	Ending Balance 01/31/18
Sales Tax	0.00			0.00
Sales Tax-Refuse	57.64	101.37	(57.64)	101.37
Sales Tax-Rain Barrels	10.75		(10.75)	0.00
Sales Tax-Bare Root Trees	0.00			0.00
SPS WWTP	0.00			0.00
Training Center	0.00			0.00
State Mandated Permit Fees	0.00	724.50	(16.00)	708.50
Art Center RACP	0.00			0.00
Totals	68.39	825.87	(84.39)	809.87

DEFERRED REVENUE/EXPENSE

HRC-Jnktwn Rotary Donation for YMCA Project	250.00			250.00
HRC-Jnktwn Rotary Donation	735.00			735.00
Donation-Police Laser Purchase	250.00			250.00
Police Recruitment/Academy	(705.00)	1,518.00		813.00
Data Center Upgrade-MJM Systems	0.70			0.70
Contractor Registration - 2018	11,475.00		(11,475.00)	0.00
Plumbing Registration - 2018	6,350.00		(6,350.00)	0.00
Right to Know	(22.45)	22.45		0.00
Overpayment 1321 Clarke	1.00		(1.00)	0.00
Guide Rail - Valley and Mill Rd.	0.00	4,950.01	(4,950.01)	0.00
TOTALS	18,334.25	6,490.46	(22,776.01)	2,048.70

EAC

EAC Green Account	1,190.61			1,190.61
Jackson Park	1,279.82			1,279.82
TOTALS	2,470.43	0.00	0.00	2,470.43

EAC SUSTAINABILITY PROJECTS

EAC SUSTAINABILITY PROJECTS	14,329.84		(1,674.95)	12,654.89
TOTALS	14,329.84	0.00	(1,674.95)	12,654.89

CASH BALANCES (See Attached)**PETTY CASH FUNDS**

Finance Office	500.00			
Parks - Regular	100.00			
Ardsley Community Center	100.00			
Briar Bush - Regular	75.00			
Police Admin	300.00			
Police - SIU	500.00			
Police-Records Office	50.00			
Wastewater Administration	50.00			
Public Works	50.00			
Reception	75.00			
TOTAL PETTY CASH FUNDS:				1,800.00

* Audited the following Petty Cash accounts and everything was within proper standards

Cash and Investments Report
 Cash and Investments Report
 TWP OF ABINGTON
 Through January 2018

		<u>Cash</u>	<u>Investments</u>	<u>Fund Total</u>
01	GENERAL FUND	5,605,949.65	7,207,000.01	12,812,949.66
02	SEWER OPERATIONS	3,896,757.07	1,367,712.85	5,264,469.92
03	HIGHWAY AID	691,583.74	0.00	691,583.74
04	FLOOD MITIGATION FUND	0.00	0.00	0.00
05	OPEB - HEALTH COST FUND	3,261,579.71	13,636,259.58	16,897,839.29
06	GRANT FUND	105,207.00 CR	0.00	105,207.00 CR
07	PERMANENT IMPROVEMENT	7,113,404.68	1,272,000.02	8,385,404.70
08	PARKS CAPITAL	126,719.06	0.00	126,719.06
10	TUITION REIMBURSEMENT FUND	47,178.94	0.00	47,178.94
11	RENTAL REHAB	7,624.86	0.00	7,624.86
12	CLEARING FUND	809.87	0.00	809.87
13	WORKER'S COMPENSATION	788,734.80	1,151,000.01	1,939,734.81
14	REFUSE FUND	1,151,102.87	245,000.02	1,396,102.89
15	MAIN ST MGR/ECON DEVELOP FUND	13,727.19	0.00	13,727.19
16	S.I.U.	13,231.70	0.00	13,231.70
17	SEWER CAPITAL	3,755,895.10	3,073,000.02	6,828,895.12
18	CDBG	0.00	0.00	0.00
	Grand Total:	<u>26,369,092.24</u>	<u>27,951,972.51</u>	<u>54,321,064.75</u>



FINANCE COMMITTEE

AGENDA ITEM

FEBRUARY 20, 2018

FC-04-022018

DATE

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Training and Conference Expenses

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve the Advance and Travel Expense activity for January 2018. Advance and Travel Expense reports were \$0.00 and \$3,912.56 respectively. One-month expenses totaled \$3,912.56.

2018 TRAINING AND CONFERENCE EXPENDITURES

Employee Name	Event	Current Advances	Submitted 01/31/2018	YTD Expenses 2018	Ending Advance Balance 01/31/2018
*Chief Molloy	PELRAS 36th Annual Meeting State College, PA 16803 03/13/2018 to 03/16/2018		230.00	230.00	
*Ofcrs. Nyman, Brown, McMenamin, Hummel & Blythe	36th Annual Hostage Negotiation Hunt Valley, MD 02/06/2018 to 02/07/2018		780.00	780.00	
*Ofcrs. Corbett, Jones, Ficzk Welsh, Posey & Ammaturo	Street Survival 2018 Atlantic City, NJ 02/21/2018 to 02/22/2018		2,010.78	2,010.78	
*Dave Hendler	Annual Cody Conference Hershey, PA 05/01/2018 to 05/02/2018		200.00	200.00	
*Jeannette Hermann	Comm. Of PA (Bureau of Worker's Comp.) Harrisburg, PA 06/07/2018 to 06/08/2018		691.78	691.78	
Total		0.00	3,912.56	3,912.56	0.00

*New Activity

EXPENSES BY DEPARTMENT:

Briar Bush	
Commissioners	
Administration	691.78
Police	3,220.78
Parks	
Public Works	
Fire Marshal	
Finance	
Code	
WWTP	
Total	<u>3,912.56</u>

Unfinished Business



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

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.

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

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.

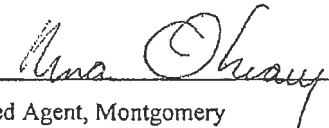
Proof of Publication of Notice
Times Chronicle/Glenside News

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



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

March 8, 2018

PA-02-030818

DATE

AGENDA ITEM NUMBER

Parks and Recreation

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Ardley Wildlife Sanctuary Trail phase 1 Re-bid for Construction Services (DCNR Project bcr-PRD-22-37)

EXECUTIVE SUMMARY:

This is the first of a series of stewardship projects to restore and improve access to the Ardsley Wildlife Sanctuary. It includes an accessible pedestrian path, restoration of degraded forest, and educational features.

The series of projects implements the master plan for the sanctuary developed by Land Concepts, and supports implementation of larger strategies including Abington Township Open space Plan and MS4, and Montgomery County 2020. Target completion for phase 1 is September 2018. we intend to apply for funding for phase 2 in 2019.

PREVIOUS BOARD ACTIONS:

March 2016: Approval to apply for a DCNR C2P2 development grant for improvements to the Ardsley wildlife Sanctuary, MS4 Program. Cash match of \$20,000 is to come from the 2017-2018 MS4 funding. Match of \$20,000 in kind services is to be managed by the Shade Tree commission.

February 2017: Approval to accept DCNR grant BCR-PRD-22-37 for \$40,000 and Township match of \$20,000.

January 2018: Motion to reject all bids and approve the re-advertisement of the project with a reduced scope.

RECOMMENDED BOARD ACTION:

Recommend to accept the apparent low bid of \$45,752.50 from Think Green to complete the Ardsley Wildlife Sanctuary trail Phase 1 construction project.

Ardley Wildlife Sanctuary Trail - Phase 1

Request for Bid for Construction Services

Plan Prepared for:
Abington Township, PA
Shade Tree Commission

Plan/Design Prepared by:
LandConcepts Group, LLC
Blue Bell, PA

SEAL

January 19, 2018

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1. INVITATION FOR BIDS

NOTICE OF INVITATION FOR BIDS

Abington Township, Montgomery County, Pennsylvania, will receive sealed bids from qualified contractors for the ARDSLEY WILDLIFE SANCTUARY TRAIL, until 3:30 P.M. (EST) on the 16th day of February, 2018 at the Abington Township Building, 1176 Old York Road, Abington, PA 19001, as delineated in the plans, specifications and bid documents. All bids received by the deadline will be publicly opened and read aloud at 4:00 P.M. on February 16, 2018.

Contract documents, including Drawings and Specifications, are on file at the Abington Township Building, 1176 Old York Road, Abington, PA 19001, where they may be inspected at any time during regular business hours, or may be obtained upon request to Abington Township, Attn: Rita Stevens, Shade Tree Commission, 1176 Old York Road, Abington, PA 19001, Email: Andrew Oles: aoles@abington.org

The Project will include construction of a new trail of approximately 307 linear feet and associated improvements including habitat enhancement, parking area, deer enclosure fencing, and landscaping in public land known as the Ardsley Wildlife Sanctuary. The project site is located on Maple Avenue with vehicular access. A full description of the project is included in the bid package. Completion goal is by September 30, 2018.

Bidding contractors are required to submit written bids for all parts of the project to Abington Township. All subcontractors must be qualified and listed in the submitted bid with identification of each subcontractor's intended work on the project. As a municipal project funded in part by a grant from the Pennsylvania Department of Conservation and Natural Resources (PADCNR) and due to the size of the project, the project must be bid with prevailing wage rates. A bid security in the amount of ten percent (10%) of the total bid is required. Bid security shall be in the form of either a Bond issued by a corporate security approved by the Secretary of Insurance to do business in the Commonwealth of Pennsylvania, or a certified check or an irrevocable Letter of Credit issued by a bank licensed to do business in the Commonwealth of Pennsylvania.

The Township Board of Commissioners reserves the right to waive any informalities and to reject any or all proposals, or parts thereof, for any cause permitted by law, as it deems in the best interest of the Township. The standard under which bids will be evaluated and other bid requirements and instructions to bidders are included in the bid package.

Bids must be **submitted in writing by mail or by email** to:

Abington Township
Attn: Andrew W. Oles
Parks and Recreation Director
1176 Old York Road Abington, PA 19001
Email: [<aoles@abington.org>](mailto:aoles@abington.org)

Pre-Bid Site Meeting Date: February 2, 2018, 9:30 a.m. (EST)/February 3, 2018, 9:30 a.m. (rain date)

Due Date: February 16, 2018, 3:30 p.m. (EST)

Public Bid Opening: February 16, 2018, 4:00 p.m. (EST) 1176 Old York Road, Finance Office

Anticipated Award Date: March 8, 2018

Richard J. Manfredi, Township Manager

2. Instructions to Bidders

- Complete bid must be submitted to the Township Shade Tree Commission per the address below.
- **Mandatory Pre-Bid Site Meeting February 2, 2018, 9:30 a.m.(EST)/ February 3, 2018 9:30 a.m. (ES) (rain date)** - The bidder may visit the site as it is open to the public during daylight at any time.
- **Due Date, February 16, 2018, 3:30 p.m. (EST).** Late bids will not be accepted or considered.
- **Public Bid Opening, February 16, 2018, 4:00 p.m. (EST).**
- The submitted bid must include the Bid Form provided with this Bid Request.
- Bids may be submitted either in hard copy by U.S. First Class Mail or Express Mail or by Email per the address noted below.
- The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the bid documents. The bidder to whom the award is made will be notified at the earliest possible date. The Township reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material suppliers or employees. In determining the lowest responsible bidder, the following elements, in addition to those mentioned, will be considered: Whether the bidder involved (i) maintains a permanent place of business; (ii) has adequate equipment available to do the work properly and expeditiously; (iii) has suitable financial resources to meet the obligations incident to the work; and (iv) has appropriate technical experience.
- Abington Township reserves the right to reject any or all bids. In addition, the Township reserves the right to waive any informalities or irregularities in the bidding when, in the sole discretion of the Township of Abington, such rejections or waivers shall be to its interest or advantage. It shall be understood and agreed that the anticipated quantities included in the Bid Form are estimates only and may be increased or decreased in accordance with the actual requirements of the Township. Abington Township, therefore, reserves the right to reduce, increase, delete or supplement items or quantities from the lowest qualified Bidder when making the award, without negotiating the Total Bid Price, unit price or item with the lowest qualified Bidder. Abington Township agrees to purchase only the material in such quantities that represent the Township's actual requirements, and

the successful bidder agrees to provide to the Township the actual amounts specified in the award. Bidders shall complete the Project Bid Form, submitting bids for those items specified as "OPTIONAL." The Township reserves the right to remove any item specified as "OPTIONAL" from the Contract if awarded.

- Each Bidder must submit a written acknowledgement of acceptance of the Supplemental Conditions in Section 7 (page 11) below, in the form provided as Attachment G.
- Each Bidder shall include in its submission a copy of any Addendum issued by the Township, together with a signed acknowledgement indicating that the Bidder received said Addendum.
- Each Bidder must submit evidence of recent (within 5 years) similar projects with project name, location, brief description, and reference(s) with contact information. Additional information about the company's experience may be submitted.
- **Description of the Project**

Abington Township proposes to add a walking trail to access a portion of the natural area of the Wildlife Sanctuary. The trail will be approximately 307 feet long and 6 feet wide with a viewing/turn around area. The surface will be a combination of stone dust and asphalt, where shown on the plan sheets, for trail segments with appropriate stone base. It will also include two paved and striped handicap parking spaces. A woodland area (7,700 s.f.) will be restored with tree removal and replanting of native woodland trees and shrubs, as specified. A deer exclosure fence with access gates will be installed around the woodland restoration area. An open area (4,000 s.f.) will be enhanced for better habitat in accordance with the seeding specifications. Buffering landscaping will be installed in accordance with the Planting Schedule. The woodlands, vernal pool and wetland corridor (WT flags) to the west of the trail will not be disturbed. Permits and approvals are the responsibility of the Township (not the contractor) and are in place.
- Submission To:

Abington Township
Attn: Andrew W. Oles, Parks and
Recreation Director
1176 Old York Road Abington, PA 19001
Email: <aoles@abington.org>

3. Bid Form - The Bid Form following this page **must be** submitted as part of the bid in the format and with content for each item to be delivered by the contractor. This is provided in .pdf and Excel formats for the Bidders' use. Contractor may opt to submit on all items or individual items. Note that items 5 and 6 are optional at the sole discretion of the Township, and that items 4 and 7 will be provided by the Township. Any bidder electing not to submit a bid on any portion of the Bid Form shall note "NO BID" in lieu of entering the proposed quantity and unit price for such item.

See NEXT PAGE

PROJECT BID FORM

ARDSLEY WILDLIFE SANCTUARY TRAIL - PHASE 1

I/We, the undersigned, propose to furnish all labor, material, tools, equipment and services necessary to

Item		Unit	Estimated Quantity *	Bidders Quantity	Unit Price	Total
1. SET-UP						
A	Mobilization	LS	1			\$
B	Stake-out	LS	1			\$
	Subtotal Item 1					\$

2. DEMOLITION & EROSION CONTROL						
A	Install Filter Sook	LF	50			\$
B	Install construction entrance	EA	1			\$
C	E & S maintenance	LS	1			\$
	Subtotal Item 2					\$

3. TRAIL						
A	Bulk grade	CY	50			
B	Stone Base 6" 2A	CY	35			\$
C	19mm Bituminous Binder (2,5")	SY	126			s
D	Stone Dust	SY	87			s
E	Final grade, rake, seed & mulch	SF	1250			\$
	Subtotal Item 3					\$

4. PARKING AREA						
A	Abington Township to Supply- not part of the bid	SY	57			
	Subtotal Item 4					

5. NEW PLANTINGS						
OPTIONAL- ABINGTON TOWNSHIP RESERVES THE RIGHT TO DELETE ANY OR ALL OF THESE ITEMS FROM THE CONTRACT						
A	Evergreen trees for parking area	EA	9			\$
B	Trees woodland restoration (whips)	EA	100			\$
C	Shrubs	EA	140			\$
D	Groundcover (wildflowers/grasses)	LS	1			
	Subtotal Item 5					\$

6. REMOVAL OF INVASIVES & INSTALL DEER FENCE

OPTIONAL- ABINGTON TOWNSHIP RESERVES THE RIGHT TO DELETE ANY OR ALL OF THESE ITEMS FROM THE CONTRACT

A	Fell dead trees & chip; cut & remove vines; assume up to 12 trees up to 20 inch diameter	LS	1			\$
B	Deer Enclosure & gates	LF	410			\$
C	Remove invasive plant material (8,000 sf) spray and mechanical; or goats	LS	1			\$
	Subtotal Item 6					\$

7. SITE FURNISHINGS & SIGNAGE

	Abington Township to Supply- not part of the bid					\$
--	--	--	--	--	--	----

BASE BID TOTAL

\$

NOTE: Quantities are provided as the design consultants estimate only. The Bidder is responsible for verifying quantities. Bidder shall enter their verified quantity in the column as noted above

Acknowledgement of Addendum(s) (initial)

TOTAL BASE BID PRICE:
(WRITTEN AMOUNT IN DOLLARS AND CENTS)

This bid is made subject to the terms and conditions contained in your Instructions to Bidders and are executed pursuant to thereof.

The bidder must submit a bid for the Total Bid Price
Abington Township reserves the right to reject any and all bids.

In addition, the Township reserves the right to waive any informalities or irregularities in the bidding when, in the sole discretion of the Township of Abington, such rejections or waivers shall be to its interest or advantage.

The determination of whether an error or a departure of substance exists rests within the sole domain of Abington Township.

Abington Township also reserves the right to reduce, increase, delete or supplement items or quantities from the lowest qualified Bidder when making the award, without negotiating the Total Price Bid, or unit price per item with the lowest qualified Bidder.

DATE

NAME OF BIDDER

OFFICIAL ADDRESS

TITLE

PHONE NUMBER

4. Bond Requirements

The successful Bidder shall be required to furnish a performance bond for the faithful performance of the Contract in the sum of 100% of the total Contract amount. In addition, the successful Bidder shall be required to furnish a payment bond in the sum of 100% of the total Contract amount to ensure that all labor, materials and equipment supplied to the project will be paid in full. All bonds shall be filed with the Township no later than fifteen (15) days after the award of the contract. SAID BONDS SHALL BE THAT OF AN APPROVED SURETY COMPANY AUTHORIZED TO TRANSACT BUSINESS WITHIN THE COMMONWEALTH OF PENNSYLVANIA, AND PROOF OF SAME SHALL BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP. AGENTS OF THE BONDING COMPANY SHALL FURNISH THE NECESSARY POWER OF ATTORNEY, BEARING THE SEAL OF THE COMPANY AND EVIDENCING SUCH AGENTS AUTHORIZED TO EXECUTE THE PARTICULAR TYPE OF BOND TO BE FURNISHED, AS WELL AS THE RIGHT OF THE SURETY COMPANY TO CONDUCT BUSINESS IN THE COMMONWEALTH OF PENNSYLVANIA.

- Bid Bond-10% of the total bid amount
- Labor and Materialmen's Bond - attached (Attachment A)
- Performance Bond - attached (Attachment B)

5. Contractual Agreement

The anticipated **Contract** agreement between Abington Township and the selected contractor is attached to this bid package. (Attachment C)

6. General Conditions

- The work to be performed must be done in a neat, efficient, and professional manner.
- The work must be timely with an expected schedule provided by the contractor and approved by the Abington Shade Tree Commission in advance of the start of construction. Unexpected circumstances such as bad weather will be considered at the time.
- The Township will identify a point of contact in advance of construction if there are issues related to the project, administration, or questions about the project design and/or site issues.
- The Township or its representative will provide oversight to ensure that the project is completed per the plans and specifications or if field questions arise.
- The Township is not responsible for materials or equipment left or stored on site when the contractor is not present.
- The contractor is to respect the neighboring properties and homeowners, as well as users of the park/sanctuary which will continue to be open except for the immediate area of this project work.
- Contractor must provide certificates of insurance per the Township standards for each company working on the project.

7. Supplemental Conditions

The following are requirements of the PADCNR. These must be submitted where appropriate and stated as acceptable to the contractor in the submitted bid.

- a. Nondiscrimination/Sexual Harassment Clause (Attachment D)
- b. Federal Occupational Safety and Health Act of 1970 (OSHA)
- c. PA Act 287, as amended by Act 181 of 2006 (811 Call Before You Dig)
- d. "Or Equals" Clause - items and materials supplied for this project must be as specified or equal as approved by the design consultant
- e. Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended, Universal Accessibility Act, and Americans with Disability Act (ADA) of 1990, as amended.
- f. Wage Rates - PA Prevailing Wage Rate are required for this project of all workers
- g. Disadvantaged Business Enterprise (DBE) - is encouraged but not required by this project funding

8. Technical Specifications

All of the technical specifications and details for this project are contained on Sheets 1 and 2 of the Bid Plan Set.

9. Permanent PADCNR Acknowledgement Sign Requirements

This is a grant requirement - See attached specifications. The contractor will supply and install the required sign at the specified location by the Design Consultant. (Attachment E)

10. Non-Collusion Affidavit

Each bidder shall submit the Non-Collusion Affidavit in the form included as Attachment F.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ s
 _____ as Principal, and _____, a corporation
 organized and existing under the laws of the State of _____ . as Surety, are held and
 firmly bound unto the TOWNSHIP OF ABINGTON, Montgomery County, PA, as Obligee,
 (hereinafter called "Township") in the full and just sum of _____
 (_____), lawful money of the United States of America, to be paid to the said
 TOWNSHIP OF ABINGTON, Montgomery County, PA, or its assigns, to which payment well and
 truly to be made and done we bind ourselves, our heirs, executors, administrators and successors
 jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS _____ day of _____, A.D., 2018.
 WHEREAS, the above bounden Principal has entered into a contract with the said Township dated
 the _____ day of _____ A.D., 2018, or the construction of
 _____ upon certain terms and
 conditions in said contract more particularly mentioned;

AND WHEREAS, it is one of the conditions of the award of the Township pursuant to
 which said contract is about to be entered into that these presents be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the
 above the bounden Principal shall and will promptly pay or cause to be paid all sums of money
 which may be due any person, co-partnership, association or corporation for all materials furnished
 and labor supplied or performed in the prosecution of the work, whether or not the said material or
 labor enter into and become component parts of the work or improvement contemplated, then this
 obligation shall be void; otherwise it shall remain in full force and effect.

The Principal and Surety hereby jointly and severally agree with the Township herein that every
 person, co-person, co-partnership, association or corporation who, whether as subcontractor or
 otherwise, has furnished material or supplied or performed labor in the prosecution of the work as
 above provided and who has not paid therefore, may sue in assumpsit's on this bond in the name of
 the Township for his, their or its use and prosecute the same to final judgment for such sum or sums
 as may be justly due him, them or it and have execution hereon; provided however, that the
 Township shall not be liable for the payment of any costs or expenses of any such suit.

Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provisions of the Act of General Assembly No. 294, approved June 22, 1931, P.L. 881, to the same extent as if the same provisions were fully incorporated in this bond.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written

(Principal sign here)

(Name of Principal)

Attest:

BY: _____
President

(Affix Corporate Seal)

(Surety sign here)

Witness: _____
(Name of Surety)

BY:

Witness

Attorney-in-Fact

NOTES:

1. This bond, if executed by any person other than the President or Vice-President of either company above, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the company represented.
2. A financial statement of the Surety Company must be attached to this bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal,
and _____ a corporation
organized and existing under the laws of the State of _____, as
Surety, are held and firmly bound unto the TOWNSHIP OF ABINGTON, Montgomery County,
PA, as Obligee, (hereinafter called "Township") in the full and just sum of _____
_____, lawful money of the United States of America, to be paid to the said
TOWNSHIP OF ABINGTON, Montgomery County, PA, or its assigns, to which payment well
and truly to be made and done we bind ourselves, our heirs, executors, administrators and
successors jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2018.

WHEREAS, the above bounden Principal has entered into a contract with the said Township
dated the _____ day of _____, A.D., 2018, for _____
_____ upon certain terms and conditions in said contract
more particularly mentioned;

AND WHEREAS, it is one of the conditions of the award of the Township pursuant to
which said contract is about to be entered into that these presents be executed.

NOW, THEREFORE, the joint and several conditions of this obligation are such,

It is further agreed that any alterations which may be made in the terms of the contract, or in
the work to be done, or materials to be furnished, or in labor to be supplied or performed under it, or
the giving by the Township of any extension of time for the performance of the contract, or any other
forbearance on the part of either the Township or the Principal to the other, shall not in any way
release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors,
administrators, successors or assigns from any liability hereunder, notice to the Surety or Sureties of
such alterations, extensions or forbearance being hereby waived.

PROVIDED, HOWEVER, and it is hereby expressly agreed that if at any time default shall
be made in the performance of the terms and the conditions of this bond above specified, then, and in
such event, we so by these presents empower the Township's Solicitor, or any attorney of any court
of record in the Commonwealth of Pennsylvania or elsewhere, to appear for us and each of us and
confess judgment against us in such court for the said sum above mentioned, with costs of suit and

release of errors, and we do hereby waive the right of inquisition on any real estate, and authorize the Prothonotary to enter our voluntary condemnation of the same and authorize the same to be sold upon a writ of Fieri Facias. We also waive the right to all laws now made for hereafter to be made exempting real or personal property from levy and sale and execution.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

(Principal sign here)

(Name of Principal)

Attest:

(as to Surety)

BY _____

(Affix Corporate Seal)

(Surety sign here)

Witness:

(Name of Surety)

(as to Surety) BY

1. This bond, if executed by any person other than the President or Vice-President of either company above, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the company represented.
2. A financial statement of the Surety Company must be attached to this bond.

C O N T R A C T

Articles of Agreement made and concluded this _____ day of A.D. ,2018,
between _____, (hereinafter called the
“Contractor”), and Abington Township (hereinafter called the “Township”).

ARTICLE 1. The Contractor for and in consideration of the payments to be made in accordance with ARTICLE 2 by the Township, agrees to and with the Township to complete all of the work, or such part as may be directed by the Township, in accordance with the plans, Specifications, Special Provisions, and to the satisfaction of the Township Engineer and Board of Commissioners of the Township of Abington.

ARTICLE 2. The Township agrees to pay to the Contractor within thirty (30) days after the completion and acceptance of the work, for the work embodied in this Contract and described in the specifications, at the prices given in the Proposal Sheet, which is made a part of this Contract.

ARTICLE 3. Should the Contractor at any time fail to perform the work in accordance with the plans, Specifications, Special Provisions and to the satisfaction of the Township Engineer and the Board of Commissioners of the Township of Abington, the Township is hereby authorized to employ some other person or persons to complete the work and to charge the same to the Contractor and for that purpose to retain any moneys still due him upon his Contract to meet such payments, and he shall be liable for and shall pay any costs and expense incurred by the Township in completion of work in excess of the moneys that may still be due him for what he has done, so that the Township shall sustain no loss, cost, or expense beyond that contract price by reason of such default of the Contractor.

ARTICLE 4. The Contractor agrees not to sublet any portion of the Contract (contracts for furnishing and delivering materials and machinery to be excepted), without the written consent of the Township Engineer, and the Contractor further agrees to hold himself responsible for the faithful performance of any work that he may sublet. The Contractor shall furnish the Township Engineer, promptly after the award of the Contract, with a complete statement of the names of all subcontractors proposed for the work and the extent of the work to be done by each.

ARTICLE 5. It is further agreed between the parties hereto that no certificate of final payment shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no payment shall be construed as an acceptance of defective work or improper materials.

ARTICLE 6. It is further agreed between the parties hereto that when all the work embraced in this Contract shall have been completed agreeable to the specifications and in accordance with the directions and to the satisfaction of the Township Engineer and to the approval of the Department of Public Works, the Township Engineer will make a final estimate of the quantity, character, and value of said work in accordance with the Contract when the balance appearing is due. The Contractor shall be paid the final estimate upon giving satisfactory evidence that all claims for work and materials furnished by others and embraced within the Contract have been paid, and by executing a full and complete release to the Township for all claims and demands.

ARTICLE 7. The Contractor further agrees that before any work is done under this Contract that he will furnish to the Township two (2) bonds in form with corporate surety, satisfactory to the Township. One of the said bonds is for the full sum of the Contract \$ _____)
conditioned

upon the full and faithful performance of this Contract and in compliance with all terms and conditions herein contained, including the indemnifying and saving harmless the Township of Abington of and from any and all claims and damages that may arise out of the performance of the said Contract and against the costs and expenses incurred in the collection thereof; and the other of the said bonds to the Township for the use of all parties in interest in the full sum of the Contract (\$ _____), conditioned for the prompt payment of all claims for labor and material entering the work provided for in this Agreements, such bonds to be delivered to the Township within ten (10) days after the date of this Agreement, and before any work under this Agreement shall be done.

ARTICLE 8. The Contractor shall guarantee for a term of one (1) year from the date of acceptance of the work under this Contract to maintain the stability of all materials and work and to promptly make good and replace all inferior or poor materials and work and to remedy all defects in materials or workmanship, all shrinkage, contract breakage, settlement or other faults of any kind whatsoever arising therefrom, at his own expense, and to the satisfaction of the Township Engineer, when notified in writing to do so by the Township Engineer, and, in order to secure the guarantee as herein required, the Township shall be assured by means of a proper guarantee in the form of a bond, with surety satisfactory to the Township, or either deposit of funds or securities in escrow, in an amount equal to five (5%) percent of the final contract price. Neither the acceptance of the completed work, nor the making of final payment therefor, shall release the Contractor from any of the obligations provided by this guarantee. If the Contractor fails to comply with the notice to the satisfaction of the Township Engineer, the Township may cause the work to be done and collect any costs thereof from the bonding company or escrow funds.

ARTICLE 9. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the Township of Abington and its elected or appointed officials, employees and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) incurred in connection with any proceeding in which the Township may be involved as a party arising out of Contractor's negligent acts, errors or omissions or willful misconduct in providing services under this Contract, unless such claims arise from the sole negligence or willful misconduct of the Township. Such obligation to indemnify, defend and hold the Township and its elected or appointed officials, employees and authorized volunteers harmless shall survive the termination of this Agreement.

The parties hereto agree and acknowledge that nothing contained herein shall be construed as or constitute a waiver of any immunity afforded the Township or Contractor under the Pennsylvania Tort Claims Act, 42 Pa.C.S. § 8501, *et seq.*, its successor statute or any other applicable Federal or state law.

Contractor shall purchase and maintain at its own cost and expense during the entire term of this Agreement, property damage and liability insurance with required limits to protect both Contractor and the Township from liability. Contractor shall also insure payment of Compensation to its employees in accordance with the workers' compensation laws of the Commonwealth of Pennsylvania.

(a) Evidence of Compliance

(1) Within ten (10) days after execution of this Contract by the parties, Contractor shall furnish the Township with CERTIFICATES OF INSURANCE, declaration pages for each policy of insurance (except the Professional Liability Insurance, for which the certified insurance policy is required), and any other documents which the Township may require, such as copies of policies or endorsements, as evidence of compliance with these insurance requirements in the amounts as specified herein. Carrier Rating shall be: Best's Rating of A-VII or better or its equivalent, unless the Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers' compensation and employer's liability insurance from the State Workers' Insurance Fund (SWIF) of Pennsylvania. Only certificates of insurance from companies licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township will be approved.

(2) Written Approval Required

Such Certificates or other documents must be approved in writing by the Township, before this Agreement is effective.

(b) Policies to Remain in Force

(1) All insurance coverage which Contractor is required to provide pursuant to the terms of this Contract shall be maintained in full force and effect for the entire duration of the Contract term and any extensions thereof.

(2) All policies shall provide for a minimum of thirty (30) days prior written notice to the Township Manager's Office, before cancellation, non-renewal or material change by the insurance company writing any such policies. If such notice is not provided for within the basic terms of the policy, it shall be provided by endorsement or notation in the certificate.

(c) Replacement Coverage Required

In the event that any or all of the insurance coverage required by the Agreement is cancelled, non-renewed or is reduced below the required minimum limits or caused or permitted to lapse, then Contractor will be suspended from further performance of the Contract until such time as replacement coverage satisfactory to the Township has been obtained and is in force and the Township will make no further payments to Contractor until such requirement is satisfied.

(d) Contractor shall have all liability policies other than the Business Auto Liability, Workers' Compensation and Professional Liability Policies endorsed to include the Municipality and its elected or appointed officials, directors, officers and employees as additional insureds, as respects Contractor's performance of this Agreement.

(e) Required Coverage

Contractor shall, as an express condition of payment under the Contract, secure and maintain at its own cost and expense, the following kinds and amounts of insurance, with minimum limits of liability, not less than those specified below:

(1) Workers' Compensation Insurance

As required by the applicable laws of the Commonwealth of Pennsylvania,

Contractor shall maintain during the life of this Agreement Workers' Compensation Insurance for their employees. Coverage must be in accordance with statutory requirements and include Employer's Liability.

(2) Commercial Liability Insurance

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) per occurrence. The Commercial General Liability Policy shall include Contractual Liability Coverage.

(3) Business Auto Liability Insurance

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) each accident. The Business Auto Liability Policy shall include Contractual Liability Coverage.

(4) Umbrella Excess Liability or Excess Liability Insurance \$2,000,000 per occurrence; \$2,000,000 aggregate for other than products/completed operations and auto liability; and \$2,000,000 products/completed operations aggregate and including all of the following coverage's on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii Business auto liability; and
- iii. Employer liability.

(5) Professional Liability Insurance

\$1,000,000 per claim; and \$2,000,000 annual aggregate. Coverage may be written on a claims made basis, and if so, Contractor shall maintain such insurance for three (3) years after completion of its services, at no additional cost to the Township. In the event that Contractor cannot provide all the required Professional Liability Insurance, then the Township may exercise its option to disqualify Contractor from further participation in this Project at no additional cost to the Township.

ARTICLE 10 CONTRACT DOCUMENTS. The Contract Documents consist of this Contract, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Contract, other documents listed in this Contract, and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF the parties of this Agreement have set their hands and seals the day and date first above mentioned. If CONTRACTOR is:

AN INDIVIDUAL

By. (SEAL)
(Individual's Name)

_____ Doing business as: Business address: Phone No.:

A PARTNERSHIP

Date:

By:

(SEAL)

(Firm Name)

(General Partner)

Business Address:

Phone No: _____ Date:

A JOINT VENTURE

By: _____
(Name)

(Address)

Phone No.: _____ Date:

By: _____
(Name)

(Address)

Phone No.: _____ Date:

A CORPORATION

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name and Signature of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

Phone No: _____

Date: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

TOWNSHIP OF ABINGTON

BY: _____
Wayne C. Luker, President
Board of Commissioners

Attest:

Richard J. Manfredi, Secretary

TOWNSHIP OF ABINGTON

GENERAL SPECIFICATIONS AND PROVISIONS

ARTICLE I - DEFINITIONS

Township - Township of Abington

Engineer - Abington Township Engineer

Inspector - An authorized representative of the Engineer assigned to make necessary inspections of materials furnished and work performed by the Contractor.

Contractor - Party of the first part of the Contract acting directly or through his agent.

Drawings - All drawings pertaining to the construction of the project.

Specifications - The directions, provisions and requirements, together with all written agreements made pertaining to the method and manner of performing the work and to the quantities and qualities of materials.

Contract - The written agreement covering the performance of the work and the furnishing of materials in the construction of the project.

Project - The specific section of land and its appurtenances on which work is to be performed under the Contract.

Work - Labor or material or both of the Contractor or Subcontractor.

ARTICLE II - INSPECTION AND TOWNSHIP ENGINEER'S AUTHORITY

The work as outlined is to be done under the supervision of the Engineer in accordance with the accompanying drawings and specifications. The Engineer shall have the authority to decide all questions which may arise with the Contractor relative to the quality and acceptability of work performed, rate of progress, interpretation of any drawings and specifications and the acceptable fulfillment of the Contract by the Contractor. All work and materials shall be at all times subject to the inspection of the Engineer or his duly authorized representatives. The Contractor shall provide reasonable and necessary facilities for such inspection. The Engineer shall have the right to make such alterations in the drawings or in the character of work as may be considered necessary to complete fully and perfectly the construction, provided such alterations do not change materially the original drawings and specifications, and such alterations shall not be considered a waiver of any condition of the Contract.

Should any alterations in the drawings result in a change in the quantity of work to be performed without a change in character, the Contractor shall accept payment in full at the Contract unit prices for the actual work done. Should the alterations cause a change in the character of the work and produce an increase or decrease of costs to the Contractor, a fair and equitable sum shall be agreed upon in writing by the Contractor and the Engineer before such work is begun and be added or deducted from the Contract prices, as the case may be.

ARTICLE III - MATERIALS AND WORK PERFORMED

The Contractor shall furnish all labor, materials, water, machinery and sufficient equipment necessary to perform the work hereinafter specified. He shall employ only competent laborers and first class mechanics and he shall have on the project a competent foreman to carry out such instructions as may be given from time to time by the Engineer or his duly authorized representatives. All work shall be done in a first-class manner and all materials shall be the best of the kind specified. The Contractor shall furnish the Engineer, promptly after the award of the Contract, with a complete statement of the origin, composition and manufacture of all materials to be used in the construction of the project. The Engineer shall have at all times power to reject any materials which in his judgment do not fulfill the requirements of these specifications or any work that may not be done as specified. The Contractor shall remove any rejected work or materials at his own expense and replace the same without any extra cost. Previous inspections will not relieve the Contractor from the responsibility for good work and materials.

ARTICLE IV - CONTRACTOR'S RESPONSIBILITIES

DAMAGE - The Contractor shall be responsible for any damage that may be done by himself and his employees or any authorized Subcontractor and his employees to any adjoining property and all overhead and underground structures which are within the limits of the project on which he is working and for all accidents and injuries to his employees or to persons passing. The Contractor shall make good any damage or injury to public or private property and shall promptly make restitution for or proceed to repair or otherwise restore such damage or injury to property to the satisfaction of the owner of the property. The Contractor shall also be responsible for all damage to his work by trespassers, wind or heavy rains while under construction. He shall take all reasonable precautions to provide against damage to adjoining property by heavy rains by constructing necessary temporary ditches to carry off storm water and keep the project well drained.

INSURANCE - The Contractor shall insure in a reputable insurance company or secure insurance as provided by the Commonwealth of Pennsylvania, against all loss or payment under or by reason of the provisions of the Workmen's Compensation Act, or any supplements thereto, and further, the said Contractor will have inserted in all Contracts with his Subcontractors, a clause by which said Subcontractor shall be bound to insure in a like manner against all loss or payment or by reason of the provisions of the Workmen's Compensation Act.

IGNORANCE OF CONDITIONS - No plea of ignorance of conditions that exist or may hereafter exist, or any difficulties that may be encountered in the execution of the work as a result of failure

to make the necessary examinations and investigations will be acceptable as an excuse for any failure or omission by the Contractor to fulfill in every detail all the requirements of the Contract, or will be accepted as a basis for any claim for compensation.

BARRICADES, DANGER, DETOUR AND WARNING SIGNS - The Contractor shall furnish, erect and maintain suitable and sufficient barricades, detour and warning signs, red lights, torches and electric flashers to adequately protect the work under construction from damage and the traveling public from accident and unnecessary inconvenience. All lights shall be kept burning from sunset to sunrise. A large legible "**ROAD UNDER CONSTRUCTION**" sign shall be placed at each entrance to the project. The Contractor shall maintain all barricades, signs and lights in first class condition for the duration of the project including time when the work is suspended for the winter season or for any other reason.

ARTICLE V - PAYMENT OF LABOR AND MATERIALS

The Contractor shall pay promptly all laborers and mechanics employed on the work embraced in these specifications as well as for all materials; and before final payment is made, the Contractor shall furnish the Township with satisfactory evidence that all labor and materials have been paid.

ARTICLE VI - EXTRA WORK

Should it be found, during the progress of the work, necessary to furnish extra labor and/or supply extra materials not called for by the drawings or specifications, such labor and material shall be furnished by the Contractor at the cost plus 15 percent, or at a price agreed upon between the Engineer and the Contractor before such work is performed. No labor or materials shall be considered as extra unless expressly ordered in writing by the Engineer.

ARTICLE VII - PUBLIC UTILITIES

Electric and telephone lines, water and gas mains and services may be installed during the progress of street construction. The Contractor is required to fully inform himself concerning location of public utilities on, under and over the project which may or may not require removal, resetting, construction or reconstruction and which may interfere with his operations. He shall be assumed to have prepared his bid and entered into contract in full contemplation of the conditions to be encountered and his responsibility in connection therewith. The Contractor shall use special care in execution of the work in order to avoid interference or damage to any operating utilities. When there is any possibility of such interference or damage, the Contractor shall make satisfactory arrangements with responsible officers or owners of the utilities covering the necessary precautions to be used during the performance of the work by the Contractor. Such arrangements shall be made before work is started and shall be subject to the approval of the Engineer, which approval will not be considered as releasing the Contractor from any responsibility for acts of himself or his representatives.

ARTICLE VIII - RECLAMATION OF PIPES, CASTINGS, AND SIGNS AND POSTS

All pipes and castings excavated from the construction shall remain the property of the Township of Abington and shall be neatly placed at a convenient location within the project by the Contractor. If

it becomes necessary to remove traffic and street name signs, the Contractor shall carefully remove the signs and posts and store them at a convenient place within the project. Department of Public Works personnel will pick up the above pipes, castings, land signs and posts when directed to do so by the Engineer. The removal and storage of the above pipes, castings, and signs and posts will not constitute a claim for additional compensation from the Township of Abington.

ARTICLE IX - BASE LINES AND GRADES

The Engineer will establish bench marks and furnish and place stakes establishing the base lines and grades from which the Contractor shall lay out his work. The Contractor shall be held responsible for the preservation of all stakes and marks, and if in the opinion of the Engineer, any of the stakes or marks have been carelessly or willfully disturbed by the Contractor, the cost of replacing such stakes by the Engineer shall be charged against the Contractor and shall be deducted from monies due him. The Contractor shall also furnish the inspector with such assistance as may be required for checking all lines, grades and measurements established by the Contractor. Such checking by the inspector shall not relieve the Contractor of his responsibility to perform all work in accordance with the specifications, drawings and lines and grades given. The Contractor shall at his own expense furnish all stakes, templates and other materials and labor that may be required for control and guidance of his construction operation. The Contractor shall notify the Engineer a reasonable time in advance of the times and places at which he intends to do work in order that lines and grades may be furnished, that inspections may be provided and that necessary measurements for the record may be made with the least delay or inconvenience.

ARTICLE X - EXPLOSIVES

Explosives shall be used only by experienced persons in strict accordance with applicable laws and regulations. The Contractor shall familiarize himself and abide by all controls pertaining to the transportation, storage and use of explosives. He shall use extreme care to protect all persons from injury and all property and facilities from damage. The Contractor shall be solely responsible for any injury or damage resulting from the use of explosives by himself or any of his representatives.

ARTICLE XI - CLEAN UP

Before the work will be considered as having been completed, the Contractor shall have backfilled all structures, curbs and sidewalks; dressed all slopes to the proper line and grade; cleaned and removed from the project and adjacent property all surplus and discarded materials, equipment, rubbish and litter of whatever description and temporary structures. All slopes and sidewalk areas shall be neatly trimmed and raked to the theoretical slope line as indicated on the drawing. If the Contractor fails to backfill, dress the slopes, or clean up to the satisfaction of the Engineer, the Engineer may cause to have this work done by others and the cost will then be deducted from the amount due the Contractor under the Contract.

ARTICLE XII - PAYMENT

The total amount of work and final measurements will be determined by the Engineer and paid for by the Township of Abington at the bid unit price within thirty (30) days after the completion and acceptance of the work, providing the Contractor has delivered all necessary certificates and bonds to the Township. As the work of the project progresses according to the specifications and

provisions of the Contract and to the satisfaction of the Engineer, he may render monthly estimates based on the value of the work satisfactorily completed. These estimates are merely partial estimates and subject to correction in the final payment. No estimate or payment shall bind the township of Abington to the acceptance of any materials furnished or work done. The Contractor shall not be entitled to receive payments for any work as "**Extra Work**" unless ordered in writing by the Engineer and at a price previously agreed upon by the Engineer and the Contractor.

ARTICLE XIII - CONTRACT TIME FOR COMPLETION

The time for the completion of the work is based upon a calendar date as set forth in the Proposal Form. The Township Engineer, at his discretion, may make any adjustment of the completion date.

In order that the Contractor may be fully informed and have an accurate record of the time used, the Engineer shall advise the Contractor in the monthly estimates of the percentage of time used to the end of that period.

If the satisfactory execution and completion of the contract shall require work and/or materials in greater amounts than those set forth in the contract on items forming the controlling operation or operations, the contract completion time may be extended on the basis of what constitutes a fair rate of progress on such controlling operation or operations as determined by the Engineer.

If the Contractor desires an extension of the completion date, he shall submit in writing to the Engineer a statement of claim for extension. The Engineer will review the claim and any accompanying recommendations and render a decision which will be final.

ARTICLE XIV - LIQUIDATED DAMAGES

For each working day that any work shall remain uncompleted after the time specified for the completion of the work provided for by the Contract in accordance with the specifications, the sum per working day given in the following schedule, unless otherwise specified in the Proposal Form, shall be deducted by the Engineer from monies due the Contractor, not as a penalty but as liquidated damages. Provided, however, that allowance may be made by the Engineer, at his discretion, over the period hereinbefore specified for the completion of said work for causes for which the said Contractor is not responsible, and which have delayed the completion of the said work; the Contractor in such case shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER WORKING DAY
\$10,000 and less	\$100.00
More than \$10,000 and less than \$20,000	\$200.00
More than \$20,000 and less than \$50,000	\$300.00
More than \$50,000 and less than \$100,000	\$400.00
\$100,000 and over	\$500.00

ARTICLE XV - PENNSYLVANIA PREVAILING WAGE ACT NO. 442

Every Contractor and Subcontractor shall conform to the local prevailing minimum wage rates set forth in the applicable determination of the Secretary of the Pennsylvania Department of Labor and Industry, in accordance with the provisions of the Pennsylvania Prevailing Wage Act No. 442. A copy of the prevailing minimum wage determination for this project is attached to and made a part of these specifications.

1. General

As indicated above each Contractor and Subcontractor engaged on this Contract must abide by the requirements of Act No. 442 of the Pennsylvania Department of Labor and Industry as to the prevailing minimum wage rates in the locality where the above mentioned contract is located.

2. Duty of Contractor

Every Contractor and Subcontractor shall keep an accurate record showing the name, craft, number of hours worked per day, and actual hourly rate of wage paid including employee benefits to each workman employed by him in connection with this Project, and such record shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the Township and to the duly authorized deputy or representative of the Secretary of Labor and Industry.

3- Posting of Rates

Contractors and Subcontractors shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the Secretary of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages.

4. Filing Weekly Statement and Final Certification

Every Contractor and Subcontractor shall file a statement each week, and a final certification under oath at the conclusion of the Project, on a form provided by the Township certifying that all workmen have been paid wages in strict conformity with Act No. 422; or if any wages remain unpaid, to set forth the amount of wages due each workman. The final wage certifications must be filed with the Township before final payment is made by the Township.

ARTICLE XVI - PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

Contractor agrees to comply with all rules and regulations relative to the enforcement of the Federal Social Security Act, the Unemployment Compensation Act of the State in which the project is situated, the Fair Employment Act or Ordinance, if any, applicable to the place where the Project is situated, or the Contractor's work and any and all other Federal, State or Township Tax Statutes, Ordinances, Rules and Regulations, and procure compliance with all thereof by any person or persons to whom Contractor may purchase materials required to be furnished and supplied hereunder.

ARTICLE XVII - PUBLIC PROTECTION AND CONVENIENCE

Local traffic, which has origin or destination within the limits of the project, shall be permitted egress and ingress to and from the nearest intersection public street at all times when practicable. The Project shall at all times be kept in a condition that developed property is accessible at all points to fire apparatus, ambulances and fuel oil delivery trucks. The Contractor shall provide and maintain adequate all-weather bridges and footpaths and take such other precautions necessary to provide for normal local pedestrian traffic. The Contractor shall at all times conduct the work in such a manner as to insure the least inconvenience to the adjacent residents.

ARTICLE XVIII - EXPERIENCE AND EQUIPMENT

Each bidder shall submit the following information on the form included in the proposal:

1. A list of major contracts completed during the past three (3) years stating in each case the name and address of owner, name and address of design engineer, type of work involved and contract value.
2. A list of uncompleted contracts presently held stating the same as in "1" above and in addition the percentage of completion.
3. A list of contracts awarded to you that you have failed to complete, stating owner, design engineer, contract value and reason for failure to complete.
4. A list of equipment you own available for this particular contract including size, capacity and condition.

ARTICLE XIX - CONTRACT DOCUMENTS AND BONDS

The Contractor will execute the Contract documents and provide the Township with a Performance Bond and a Labor and Materialmen's Bond, if awarded the contract.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily- accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (2/24/15)

Standard Permanent Sign Requirements: Use the sign language that coincides with your project's **FUNDING** Source.

Overall Size: 18" x 24"
Font Size: Range from .71" to 1.75" will have layout sheet defined on language text
Font Style: Arial
Orientation: Landscape
Base Material: Aluminum
Thickness: .080
Sides printed: 1
Corners: Round
Base Color: Green
Text Color: White
Border: Yes
Mounting: At funded project site
Mounting Holes: No
Overlay: EG Vinyl
Language: Standard Language for various signs provided below

Language for the Standard DCNR - Keystone Recreation, Park and Conservation funded project:



NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss

_____, being first duly sworn, deposes and says that:
(Name of Bidder's Representative)

(1) He is _____
(Capacity of Bidder's Representative - i.e.: owner, partner, officer, agent, etc.)

of _____;
(Name of Bidder)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the TOWNSHIP to which the attached Bid is being submitted or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name of Bidder)

(Signature of Bidder's Representative)

(Title of Bidder's Representative)

Subscribed and sworn to before me
this ____ day of _____ 20 ____.

(Signature of Notary)

(Title)
My commission expires _____

ACKNOWLEDGEMENT
SUPPLEMENTAL CONDITIONS

State of _____)

) ss

County of _____)

_____, being first duly sworn, deposes and says that:

(Name of Bidder's Representative)

(1) He is _____

(Capacity of Bidder's Representative - i.e.: owner, partner, officer, agent, etc.)

of _____;

(Name of Bidder)

(2) He has reviewed the Supplemental Conditions set forth in Section 7 of the Instructions to Bidders and states that the within identified Bidder will comply with said Supplemental Conditions.

(Name of Bidder)

(Signature of Bidder's Representative)

(Title of Bidder's Representative)

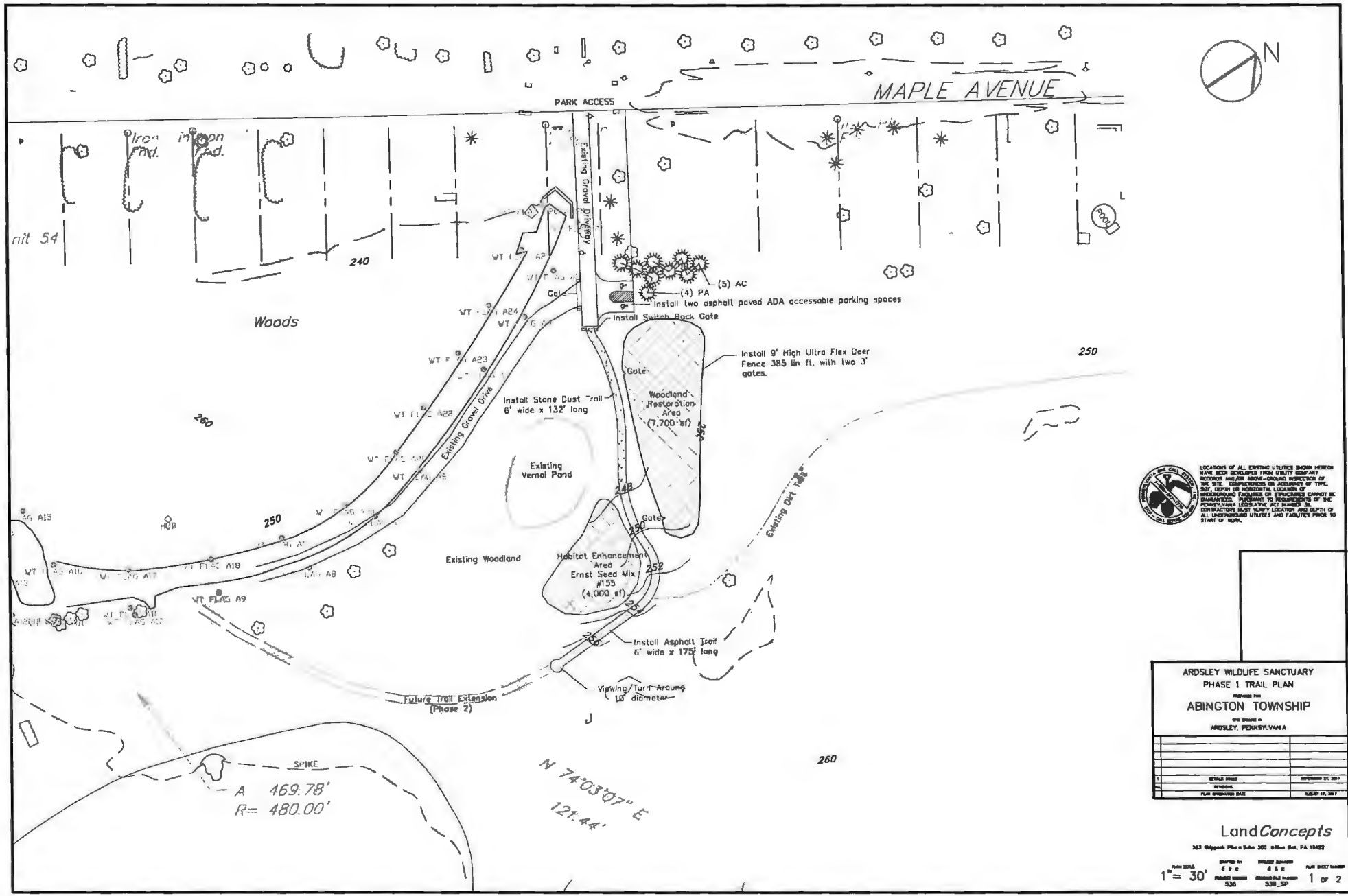
Subscribed and sworn to before me

this ____ day of _____ 20 ____.

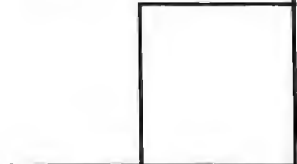
(Signature of Notary)

(Title)

My commission expires _____



LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR ABOVE-GROUND INSPECTION OF THE SITE. COMPLETENESS OR ACCURACY OF THE DATE, DEPTH OR HORIZONTAL LOCATION OF UNDERGROUND FACILITIES OR STRUCTURES CANNOT BE GUARANTEED. NECESSARY TO THE RESPONSIBILITY OF THE CONTRACTOR MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO START OF WORK.



**ARDSLEY WILDLIFE SANCTUARY
PHASE 1 TRAIL PLAN**
PROPOSED FOR
ABINGTON TOWNSHIP
SITE LOCATED IN
ARDSLEY, PENNSYLVANIA

DATE	REVISION

Land Concepts

383 Shiplake Pike • Suite 300 • Blue Bell, PA 19322

PLANNED BY: GBC
DESIGNED BY: GBC
CHECKED BY: GBC
DATE: 5/16
SCALE: 1" = 30'
SHEET NUMBER: 1 OF 2

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

(4) PUBLIC AFFAIRS

PA-01-011118 Ardsley Wildlife Sanctuary Trail Phase 1 Bid for Construction Services (DCNR Project BCR-PRD-22-37)

To consider two motions:

Motion to reject all bids submitted for the Ardsley Wildlife Sanctuary project as advertised and submitted on December 20, 2017 and reapprove the project and authorize rebidding of this project with a reduced scope, and;

Motion to reapprove the Ardsley Wildlife Sanctuary project with a reduced scope and authorize advertisement of the same.

BOC-01-011118 Consider approving a Township Board of Commissioners and Board of Commissioners Committee Agenda Policy and Procedures.

Motion to adopt Resolution No 2018 - 010 approving a Township of Abington Board of Commissioners Policy establishing a policy governing certain rules of order, Board and committee agendas, public participation and scope of committees.

BID TABULATION
ARDSLEY WILDLIFE SANCTUARY TRAIL - PHASE 1
Bid Due Date: Friday, February 16, 2018 4:00pm

COMPANY	BID BOND	EXPERIENCE RECORD	NON-COLLUSION	AMOUNT
Polaris Construction Co., Inc	✓	✓	✓	\$89,540.40
1795 Stout drive				
Warminster, PA 18974 215 672-5303				
James R. Kenney Paving, Inc.	✓	✓	✓	\$84,022.00
3950 Germantown Pike				
Collegedale, PA 19426 610 489-2345				
All Seasons Landscaping	✓	✓	✓	\$55,151.00
3915 Market Street				
Aston PA 19014 610 494-8050				
Promark Landscaping	✓	✓	✓	\$58,906.00
3405 Big Road				
Zieglerville, PA 19452 610 754-7458				
GoreCon, Inc.	✓	✓	✓	\$49,192.80
3240 Bristol Road				
Chalfont, PA 18914 267 830-0890				
Think Green	✓	✓	✓	\$45,752.50
P.O. Box 523				
Glenside, PA 19038 215 887-2595				
Biase Landscaping, LLC	✓	✓	✓	\$59,861.17
P.O. Box 267				
Telford, PA 18969 215 783-5490				

New Business



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 8, 2018

DATE

PW-04-030818

AGENDA ITEM NUMBER

Public Works

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Bid Award 2018 Milling Project

EXECUTIVE SUMMARY:

1. Six (6) bids were sent out and we received eight (8) bids back.
2. There were two (2) bids received that were identical in price per square yard and total bid price.
3. The two tied bidders were James D. Morrissey, Inc. and Joseph E. Sucher & Sons, Inc. with bids at \$1.69 per square yard for a total of \$582,144.16.
4. The materials will be used primarily for our overlay program.
5. Bid tabulation sheet is included for your review.

PREVIOUS BOARD ACTIONS:

This is a yearly bid which is put out by the Public Works Department for our overlay program.

RECOMMENDED BOARD ACTION:

Motion to award the bid to James D. Morrissey at \$1.69 per square yard for at total bid \$582,144.16.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER:

DATE INTRODUCED: February 16, 2018

FISCAL IMPACT AMOUNT: 582,144.16

FUND: B 07-00-000-2437

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

This bid is for milling of our proposed roads to be overlaid in 2018. The roads proposed are a combination of Aqua, PECO and township proposed roads. All numbers were approximate.

ANALYSIS

The two identical bids required a legal opinion on to whom and how the bid should be awarded. The legal solution was if both identical bidders agreed, for a coin toss to determine who was awarded the bid. Both bidders agreed to the coin toss. Both bidders agreed which company would choose heads or tails was done alphabetically. A coin toss was held at the Township building on 2/27/18 and the coin fell in favor of James D. Morrissey.

ABINGTON TOWNSHIP, DEPARTMENT OF PUBLIC WORKS
 BID TABULATIONS FOR:

2018 MILLING PROJECT

2/15/2018

BIDDER	AMOUNT OF BID	BID DOCUMENTS	DEVIATIONS / SUBSTITUTIONS	COMMENTS
Glasgow, Inc	\$2.71 per sq. yard	in order		
	Total Bid - \$933,497.44			
Highway Materials	\$2.02 per sq. yard	in order		
	Total Bid - \$695,817.28			
Joseph E. Sucher & Sons, Inc	\$1.69 per sq. yard	in order		
	Total Bid - \$582,144.16			
Associated Paving	\$2.17 per sq. yard	in order		
	Total Bid - not given			
A. Guilliani and Co.	\$1.92 per sq. yard	in order		
	Total Bid - \$661,370.88			



ADMINISTRATIVE CODE AND LAND USE COMMITTEE

AGENDA ITEM

March 8, 2018

DATE

ACL-01-030818

AGENDA ITEM NUMBER

Engineering & Code

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Approval of the Application Submitted by Mr. Arthur B. Herling & ABH Builders, Inc.

EXECUTIVE SUMMARY:

The property owner is Joseph & Ellen Staerk and the proposed developer is ABH Builders, Inc. The developer proposes to improve the vacant parcel with a two story four unit apartment structure. The plan calls for on-site storm water management, an on-site parking lot for eight vehicles and additional plantings with the required buffers.

The Abington Township Planning Commission meeting on this application will not be held until Tuesday, February 27, 2018. The Engineering & Code Committee Meeting will not be held until Wednesday, February 28, 2018. MCPC review comments are attached. Abington Township Staff Review comments should be addressed prior to the Planning Commission Meeting and I would expect a favorable review & recommendation for the reviewing committees.

PREVIOUS BOARD ACTIONS:

The Planning Commission of the Township of Abington reviewed this proposal on February 27, 2018.

RECOMMENDED BOARD ACTION:

Motion to approve the Land Development Application submitted by ABH Builders, Inc. for the vacant property located 1043 Easton Road, Abington, Pa. 19001



Township of Abington

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

Mr. Arthur Herling
ABH Builders, Inc.
775 Penllyn Blue Bell Pike
Blue Bell, Pa. 19442

February 7, 2018

**Re: Land Development Plan submitted for Parcel #300014488008, Block #195, Unit #015,
known as Application LD-18-01.**

Dear Mr. Herling,

Staff of the Township of Abington have received and reviewed the land development submission packet for the four unit apartment building on Parcel #300014466008. The property is zoned within the Main Street Village District of Ward #11 of the Township of Abington. The plan proposes the development of a four unit apartment building with on-site parking and storm water management on the vacant tract. 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. Sanitary sewer is available for this development and will flow through Abington Township to Abington Township Waste Water Treatment Facility. The applicant should contact Mr. George Wrigley, Director of Waste Water Utilities, at 215-886-0934 with questions concerning either the Planning Module or Exemption Mailer.
2. The property will be addressed as 1034 Easton Road, Abington, Pa. 19001
3. Easton Road is a County Road. Any work that is proposed within either the roadway or the right-of-way must be permitted and/or approved by Montgomery County Roads & Bridges Department. {BP}
4. The stormwater management methods and report submitted for review is acceptable. The stormwater management permit and fee will need to be submitted before any construction permits are approved. Attached is the application and fee schedule for your

review and use. You can find additional information on our MS4 Ordinance and related stormwater information on our website: <http://www.abington.org/resident/stormwater-management>.

5. The Engineer & Code Office requires a \$5,000.00 escrow for stormwater management, erosion control installation and the required inspections. The escrow must be submitted prior to the release of any permits and will be held until ground cover is in place at the completion of the project. These funds will be used in the event that applicant fails to maintain soil erosion controls and the site becomes unsafe or fall below the minimum requirements of the approved plan.
6. The applicant is required to submit an as-built plan to the Engineering/Code Office upon completion of the project.
7. Please relocate all signature blocks to the bottom of the sheet.

Fire Marshal's Office:

8. The applicant is required to add fire lanes and fire access walkways as per the requirements of Section 146-41 of the Subdivision & Land Development Ordinance. In the alternative, a waiver is required to be obtained.
9. The plan needs to be revised to plot the location of the Fire Department Connection {FDC}. The placement of the existing fire hydrant can be found on the Location Map in the upper right hand corner of Sheet #1. Contact the Fire Marshal's Office for approval of the FDC location.
10. This building is required to be protected with a sprinkler system, Knox Box and a fire alarm system. {BP}

Waste Water Treatment Facility:

11. This plan has been reviewed by Mr. Wrigley and the applicant has submitted an ACT 537 Exemption Mailer to DEP for review and approval.

Code Enforcement Department:

12. 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)

13. All proposed alterations must comply with the 2009 International Construction Code for accessibility. (BP)
14. 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. {BP}
15. 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)
16. 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:

17. The property is zoned within the Main Street Village District and the proposed use of the property as a Use H-1 Apartment Building is a use-by-right.
18. The applicant submitted a dimensional requirements chart on Sheet #1 that shows compliance with the dimensional requirements of Figure 10:20 of the Zoning Ordinance. However, this office is unable to confirm compliance with the requirements of Section 1007 {Design Standards} of the Zoning Ordinance. The applicant is required to submit the required detailed plans so that a compliance review can be completed.
19. The applicant has not provided any detail on the existing tree growth on the property, any tree(s) proposed to be removed or any detail on the required landscape buffers as per the requirements of Section 2403.B of the Zoning Ordinance.
20. Sidewalks and street trees are required to be installed along the 100 foot frontage of this property.
21. The request to allow for on-site parking stalls of 9 feet in width by 18 feet depth requires a dimensional variance from the Zoning Hearing Board. I would suggest that this application be placed on hold until the required relief is obtained from the Zoning Hearing Board.

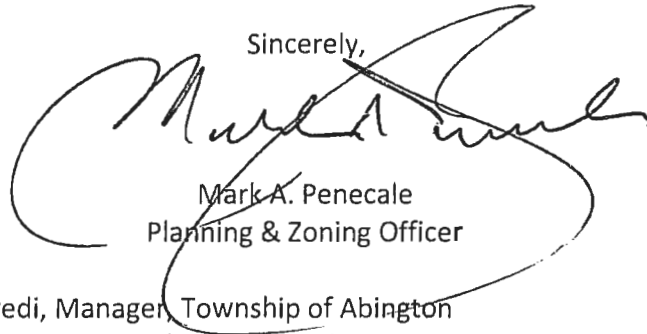
22. In order to improve the sight line of the proposed driveway for traffic traveling north on Easton Road, this office suggests the proposed retaining wall not be extended into the public right-of-way .
23. In the event that the Board of Commissioners of the Township of Abington approve this plan, the final plan will not be signed by the Township of Abington until such time that the applicant has DEP approval for the required EDU's and Highway Permit from Montgomery County.
24. I am unable to locate a trash containment area on the plan. Please provide detail of how solid waste will be addressed for this development. If a dumpster is proposed, details on the location, construction and screening is required to be submitted.
25. The applicant is required to provide detail on the proposed parking lot lighting.
26. This application was reviewed as a final minor land development plan. 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 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 property involved in this application.
 - C. **Section 146-11.C – Proposed Layout Plan** – The applicant is required to provide detail on the type, size, depth and location of all utilities.
 - D. **Section 146-11.G – Utility Plan** - The applicant is required to provide detail on the type, size, depth and location of all utilities
 - E. **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.
 - F. **Section 146.11.J – Recreational Facilities Plan** – No portion of this pending development is proposed to offered as public open space.

G. **Section 146-11.K – Planning Module** – The applicant has submitted an ACT 537 exemption mailer that has been forwarded to Mr. Wrigley for review. That application is currently under review by DEP.

H. **Section 146.11.L – Architectural Plan** – The applicant is required to submit tentative architectural plan of the proposed new building. These plan are required to ensure compliance with the requirements of Section 1007 of the Zoning Ordinance.

This application is scheduled to be reviewed by the Planning Commission of 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 large, stylized handwritten signature in black ink, appearing to read 'Mark A. Penecale', is written over the typed name and title.

Mark A. Penecale
Planning & Zoning Officer

Cc: Richard J. Manfredi, Manager, Township of Abington
John Rohrer; Abington Township Fire Marshal
George Wrigley, Director, Waste Water Treatment Facilities
Scott Marlin; Engineering & Code Office
Ofc. Al Freed; Abington Police Department/Community Policing
File Copy (2)



Township of Abington

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

STORMWATER MANAGEMENT PERMIT APPLICATION FOR NON-RESIDENTIAL PROPERTIES
Engineering Department, Abington Township, PA
267-536-1044

Date: _____ Property Location: _____

Parcel No.: _____ Owner(s): _____

Applicant Name: _____

Applicant Address: _____

Applicant Phone #: _____

PLEASE NOTE: SOIL EROSION CONTROL methods are required for ANY earth disturbance project. It is the responsibility of the homeowner for the upkeep of all storm water management control facilities on their property during the construction and after the project is completed. This includes but is not limited to:

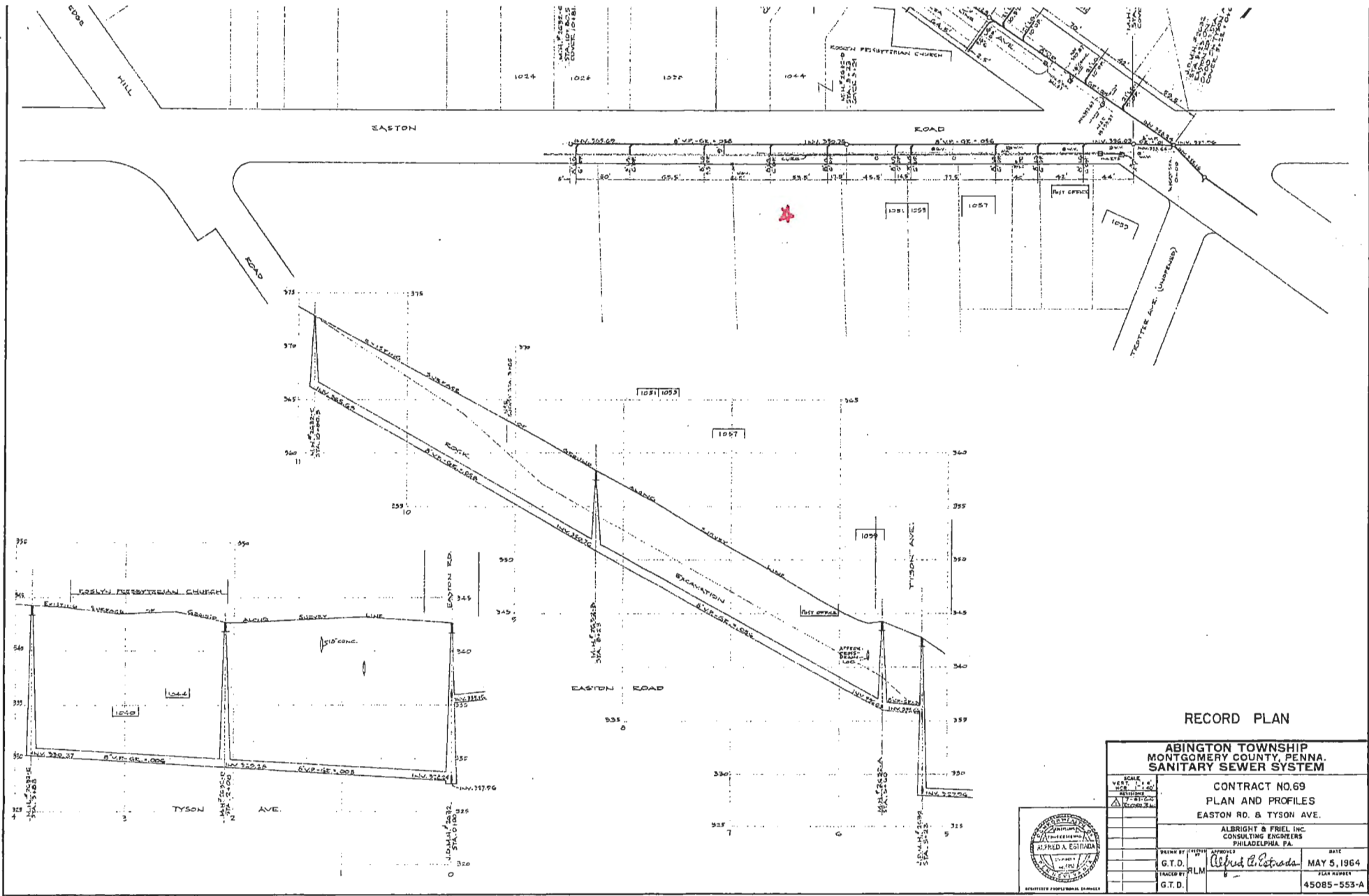
- Weekly weeding and watering (Rain Garden)
- Annual mulching, pruning and replanting should occur (Rain Garden)
- Sediment removal after large storm events and during extreme weather
- Inspect after large storm events for blockages from downspouts and to clean-out to the pit
- Clear all debris, as necessary
- Replace piping and stone when system is overflowing frequently

Application Fee:	<u>\$250.00</u>	Escrow: ten (10) years for future inspections: ($\$200$ per inspection x 10 years =) $\$2,000^*$ *This is a separate check to be deposited into a non-interest bearing account.
Inspection Fee: ($\$100$ /hr.)	\$ _____	
Soil Erosion Control Escrow: (to be returned if there is no problems during construction)	\$ _____	
TOTAL DUE:	\$ _____	

Engineering Dept. (not approved unless signed)

Applicant

STORMWATER MANAGEMENT PERMIT APPLICATION FOR NON-RESIDENTIAL PROPERTIES		
SCHEDULE OF FEES		
	Residential	Commercial/ Industrial
1. Filing fee	\$100	\$250
2. Proposed land use		
a. Subdivision, campgrounds, mobile home parks, and multi-family dwelling where the units are located in the same local watershed	\$100	\$0
b. Multi-family dwelling where the designated open space is located in a different local watershed from the proposed units	\$100	\$0
c. Commercial/Industrial	\$0	\$250
d. Other	\$50	\$0
3. Relative amount of earth disturbance		
a. Residential		
Road <500 l.f.	\$100	\$200
Road 500 - 2,640 l.f.	\$150	\$250
Road >2,640 l.f.	\$200	\$300
b. Commercial/Industrial and Other		
Impervious area <3,500 s.f.	\$100	\$200
Impervious area 3,500 - 43,560 s.f.	\$200	\$250
Impervious area >43,560 s.f.	\$300	\$300
4. Relative size of project		
a. Total tract area < 1 acre	\$50	\$100
Total tract area 1 - 5 acres	\$100	\$150
Total tract area 5 - 25 acres	\$150	\$200
Total tract area 25 - 100 acres	\$200	\$250
Total tract area 100 - 200 acres	\$250	\$300
Total tract area >200 acres	\$300	\$350
5. Storm water control measures		
a. Detention basins and other controls which require a review of hydraulic routings (\$ per control)	\$ 75/hr.	\$ 100/hr.
b. Other control facilities which require Storage volume calculations but no Hydraulic routings (\$ per control)	\$ 50/hr.	\$ 75/hr.
6. Site inspection (\$ per inspection)	\$ 75/hr.	\$ 100/hr.
7. Yearly Operation/Maintenance Inspection	\$50/yr. x 10 yrs.	\$200/yr. x 10 yrs.
	\$500 escrow	\$2,000 escrow



RECORD PLAN

ABINGTON TOWNSHIP MONTGOMERY COUNTY, PENNA. SANITARY SEWER SYSTEM			
CONTRACT NO.69 PLAN AND PROFILES EASTON RD. & TYSON AVE.			
ALBRIGHT & FRIEL INC. CONSULTING ENGINEERS PHILADELPHIA, PA.			
DRAWN BY: G.T.D. CHECKED BY: RLM G.T.D.	IN CHARGE: <i>Alfred A. Estuarda</i> APPROVED:	DATE: MAY 5, 1964 PLAN NUMBER: 45085-553-A	SCALE: VERT. 1" = 4' HORIZ. 1" = 40' (AS SHOWN)



Township of Abington Planning Commission Recommendation Form

Application Number: LD-18-01

Date: February 27, 2018

Applicant's Name: Arthur B. Herling & ABH Builders, Inc.

Applicant's Address: 775 Penllyn-Blue Bell Pike, Blue Bell, Pa. 19422

Recommendation: APPROVED DENIED VOTE: 6 of 6

Over View:

PC1: This is the application of **Mr. Arthur B. Herling & ABH Builders, Inc.** for the property located at 1043 Easton Road, Abington, Pa. 19001. The applicant proposes to develop the vacant property and construct a two story four unit apartment building. The plan also proposes eight on-site parking stalls, on-site storm water management and additional landscaping within the required buffers. This is a vacant tract of ground located on eastern side of Easton Road, north of Edge Hill Road and south of Tyson Avenue. The property is zoned within the Main Street Village Center District of Ward #11 of the Township of Abington.

Conditions:

1. The items listed within the Staff Review letter dated February 7, 2018 are to be taken under consideration and addressed to satisfaction of the Board of Commissioners of the Township of Abington.
2. In the event that this application is approved, the Township of Abington is unable to record the approve plan until such time that the sanitary sewer connections have been approved by DEP.
3. The applicant must install a crosswalk at base of the driveway to connect the newly installed sidewalks.
4. Parking light lighting must comply with the requirements of the Zoning Ordinance.

5. The street trees are to be installed within the side yard areas and not between the front building façade and the proposed retaining wall.
6. The portion of the hashed area within the parking lot not used for the required ADA parking stall should be converted to green space.
7. Install a sidewalk behind the building to connect all the rear entry doors from the parking lot to the public sidewalk. This walkway should also be large enough to store the unit's trash cans.
8. Revise the on-site storm water management system to include the increase in impervious coverage from the added walkways and trash can pads.
9. The applicant should schedule a meeting with our Refuse Department to discuss the best way to handle waste collection from this site.
10. The plan must be revised to comply with the zoning requirements as listed in the staff review letter.
11. Existing paving encroaching from the neighboring will be removed by the applicant.

The following waivers have been requested.

- 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 involved in this application. Yes No
- 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. Yes No
- C. **Section 146-11.C – Proposed Layout Plan** – The plan is required to plot the location of all existing utilities, to include the size, type and depth of all existing improvements proposed to remain and be removed. Yes No
- D. **Section 146-11.L – Architectural Plan** – Architectural plans have not been submitted. No development is proposed with this application. Yes No .

- E. **Section 146-11.G – Utility Plan** - The applicant is required to provide detail on the type, size, depth and location of all utilities. Yes {X} No { }.
- F. **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. Yes { } No {X}.
- G. **Section 146.11.J – Recreational Facilities Plan** – No portion of this pending development is proposed to offered as public open space. Yes {X} No { }

MAPenecale
2/27/2018

**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

February 23, 2017

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

Re: 18-0015-001
Easton Road Tax Block 195 Unit 15
(4 Dwelling Units on 0.44 acres)
Situate: Edge Hill Road (N), Easton Road (E)
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 January 19, 2018. We forward this letter as a report of our review.

BACKGROUND

Arthur Herling, the applicant, has submitted a plan for a land development of four multifamily units in a two-story building. The applicant has submitted a preliminary and final plan. The proposed development is served by public sewer and water.

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

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE (SALDO)

- A. Public Improvements. Based on the material submitted, it appears the applicant has submitted a minor land development plan. The SALDO describes a minor plan as one which proposes no public improvements. However, this application requires a sidewalk be constructed, which is a public improvement.
- (1) Landscaping Plan [§146-11.H]. At a minimum, we suggest that the applicant submit a landscaping plan. This would show which vegetation is proposed as plantings and which is proposed for removal. Among other features, this would show the woodland area, proposed street trees, parking lot landscaping and buffer areas.
- B. Sidewalk. We strongly recommend that a sidewalk be constructed, consistent with §146-27.A. The site is part of the Main Street-Village Center zoning district, the intent of which is to “place a premium on pedestrian accessibility...” in and near the village of Roslyn [§1003.D]. The site is located just a couple blocks from Roslyn Regional Rail station; this development should be transit-supportive by constructing a sidewalk.
- (1) The building must be directly connected to the street [§2504.C], and must have a sidewalk constructed along the full extent of its front façade.
- (2) The sidewalk is required to have a decorative verge [§2504.E].

ZONING

- A. Will the building meet the design requirements of §1007? (front door, roof, window area and building design features?) [§146-11.L]. Where will the trash be located?
- B. Parking. The applicant is required to provide 5.3 parking spaces, but proposes 11. We recommend reducing the number of proposed parking spaces in order to reduce disturbance of vegetation and slopes [see attached illustration]. We also suggest the applicant pursue shared parking, which may be used to reduce the required side yard through the bonus mechanism [§1007.O]. An island is required to separate inbound from outbound traffic at parking lot entrances [Fig. 10.20].
- C. Tree Preservation and Vegetation.
- (1) The applicant is required to preserve trees 6” or greater when at least 500 s.f. of new impervious coverage is added [§1603.A, §2401.A]. Do such trees exist on-site? We recommend preserving as much of the existing woodland as possible. How much will be preserved?
- (2) Existing vegetation must be shown [§1605.A]

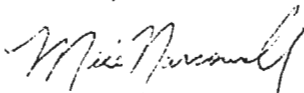
CONCLUSION

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 multifamily 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.

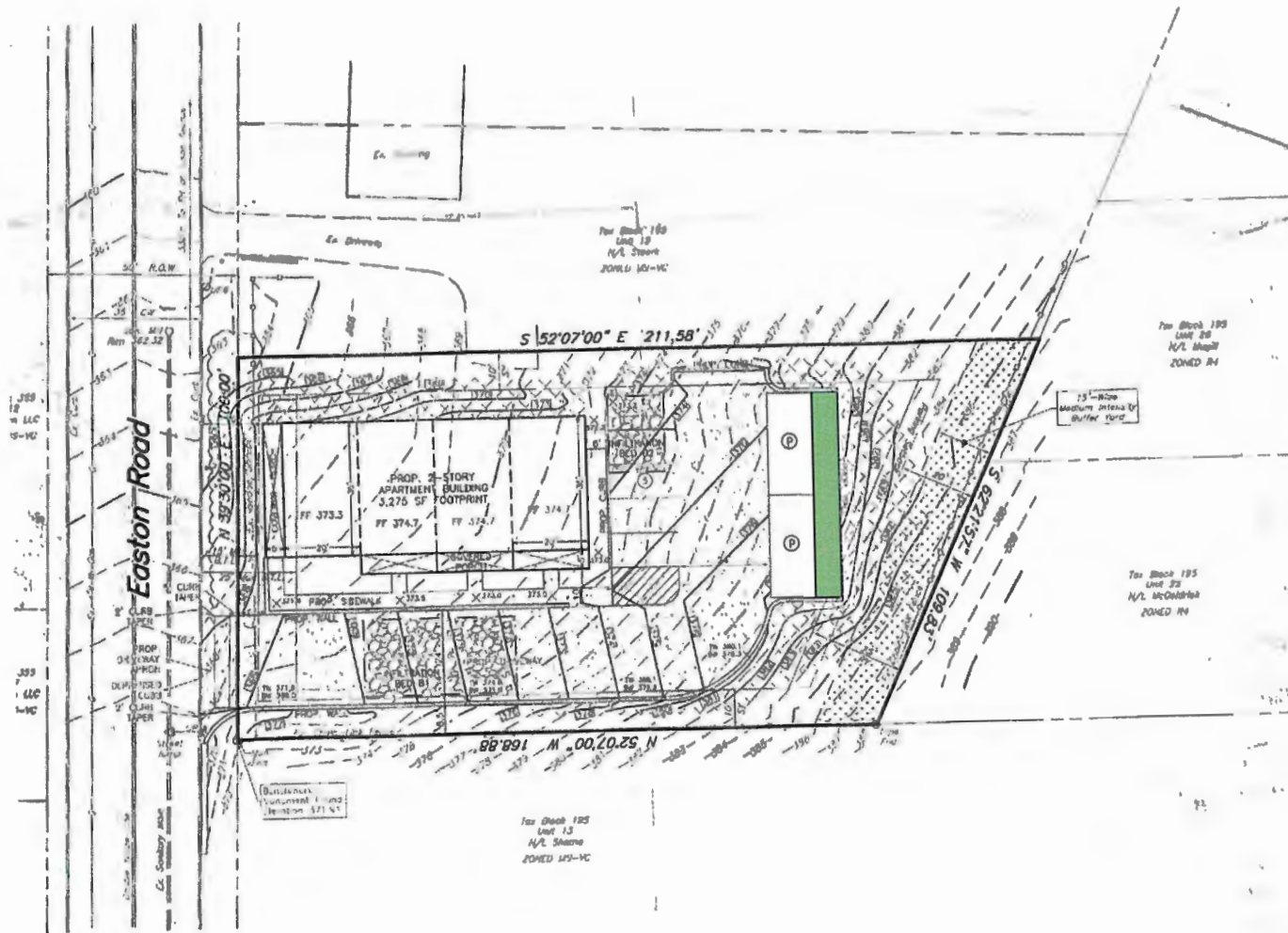
Sincerely,



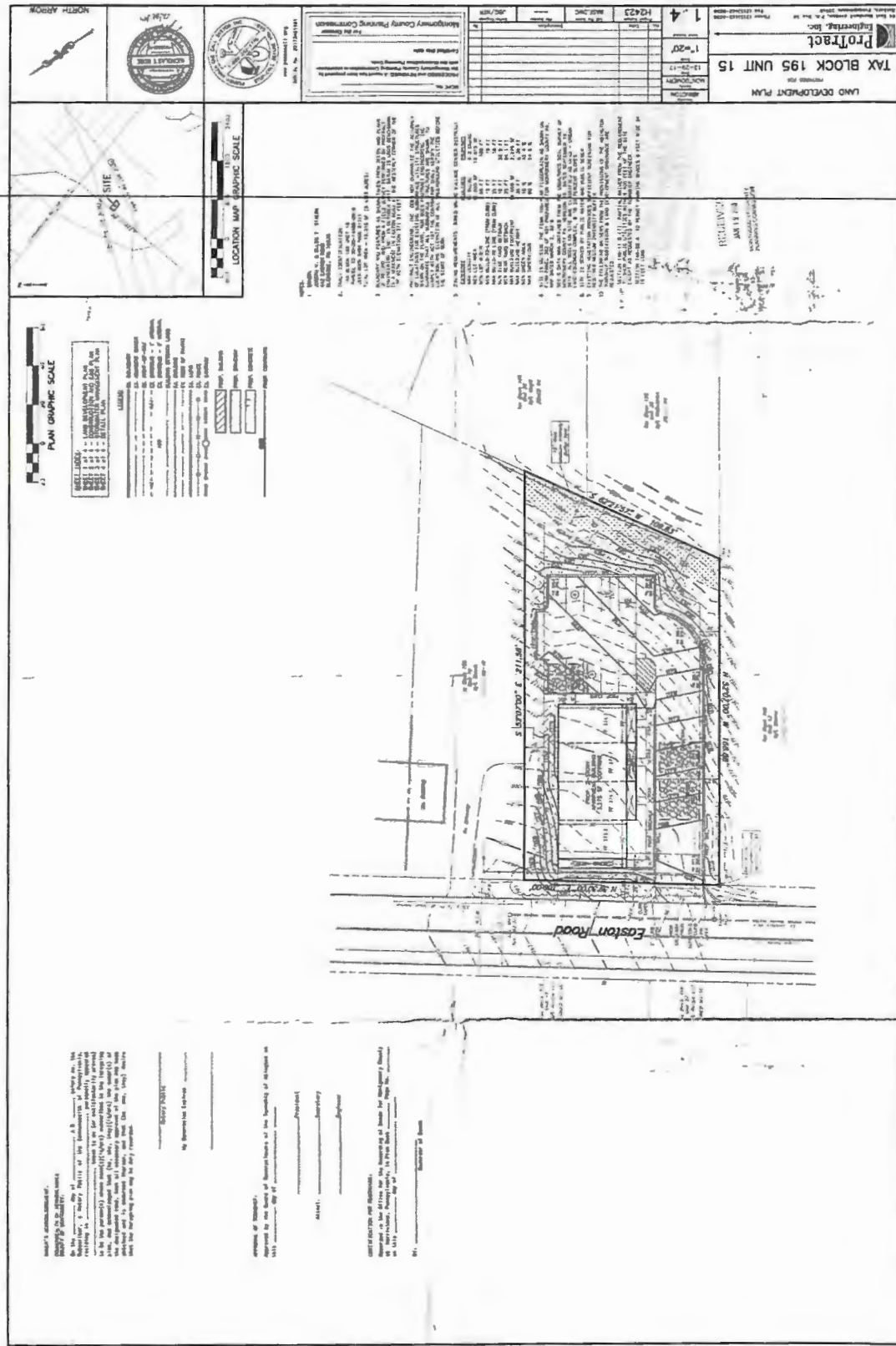
Mike Narcowich, AICP, Principal Planner II
610.278.5238 - mnarcowi@montcopa.org

c: Arthur Herling, Applicant
Nicholas T. Rose, P.E., ProTract Engineering, Inc., Applicant's Representative
Richard J. Manfredi, Township Manager
Michael E. Powers, P.E., Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: Applicant's Plan
Aerial Image



Reducing the number of parking spaces from 11 to 7 would reduce disturbance of vegetation and steep slopes.





Easton Road Tax Block 195 Unit 15
180015001

Montgomery
County
Planning
Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19384-0311
p) 610.276.3722 • f) 610.276.3941
www.montcopa.org/plancom
Year 2015 aerial photography provided by the
Delaware Valley Regional Planning Commission

0 50 100 200 Feet

N



ADMINISTRATIVE CODE AND LAND DEVELOPMENT

AGENDA ITEM

March 8, 2018

ACL-03-030818

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

RESOLUTION 2018- 016

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Motion to adopt Resolution 18-016 of the Township of Abington authorizing the approval of letter amendment E to the reimbursement agreement with the Pennsylvania Department of Transportation to amend the final design costs in accordance with Supplement E to the Engineering Agreement with the Project Engineer, Pennoni Associates, Inc., for the road reconstruction project located along or near state route 2034 (Edge Hill Road), Section MGI R/W, and/or state route 2036 (Tyson Avenue), Section MGI R/W, Federal Project number X064193-L240, Pennsylvania Department of Transportation Project MPMS 57865.

RESOLUTION 2018- 016

**RESOLUTION OF THE TOWNSHIP OF ABINGTON
AUTHORIZING THE APPROVAL OF LETTER OF AMENDMENT E TO THE
REIMBURSEMENT AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF
TRANSPORTATION TO AMEND THE FINAL DESIGN COSTS IN ACCORDANCE
WITH SUPPLEMENT E TO THE ENGINEERING AGREEMENT WITH THE
PROJECT ENGINEER, PENNONI ASSOCIATES, INC., FOR THE ROAD
RECONSTRUCTION PROJECT LOCATED ALONG OR NEAR STATE ROUTE 2034
(EDGE HILL ROAD), SECTION MG1 R/W, AND/OR STATE ROUTE 2036 (TYSON
AVENUE), SECTION MG1 R/W, FEDERAL PROJECT NUMBER X064193-L240,
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PROJECT MPMS 57865**

WHEREAS, the Township of Abington, Montgomery County, Pennsylvania, is a township of the first class, organized and operating in accordance with the laws of the Commonwealth of Pennsylvania (the “Township”); and

WHEREAS, the Township, in the exercise of its lawful powers, intends to make certain roadway and other public improvements along or near State Route 2034 (Edge Hill Road), Section MG1 R/W, and/or State Route 2036 (Tyson Avenue), Section MG1 R/W, for the Edge Hill Road and Tyson Avenue Reconstruction Project, Federal Project Number X064193-L240, Pennsylvania Department of Transportation (the “Department”) Project MPMS 57865 (the “Project”); and

WHEREAS, the Department and the Township, under date of January 7, 2005, entered into an agreement designated in the Department’s files as Agreement No. 064132 (the “Original Agreement”), in which the Department and the Township agreed to participate in the federally-funded Project; and

WHEREAS, the Department and the Township, under date of September 25, 2007, supplemented the Original Agreement with Supplemental Agreement No. 064132-A (“Supplemental Agreement A”), to provide for additional preliminary engineering design services and the federal-aid funding for those services; and

WHEREAS, the Department and the Township, under date of March 18, 2010, supplemented the Original Agreement with Supplemental Agreement No. 064132-B (“Supplemental Agreement B”), to provide for additional final design services and the federal-aid funding for those services; and

WHEREAS, the Department and the Township, under date of June 12, 2015, supplemented the Original Agreement with Supplemental Agreement No. 064132-C (“Supplemental Agreement C”), to amend the project costs estimate contained in Exhibit “AAA” of Supplemental Agreement B to reflect the current Project costs and the federal-aid funding available for those costs and to update the contract provisions contained in the Original Agreement; and

WHEREAS, the Department and the Township, under date of April 10, 2016 (countersigned by the Department on May 18, 2016), amended the Original Agreement with Letter of Amendment, designated Amendment D and Agreement No. 064132-D (“Letter of Amendment D”), to increase the final design costs for the Project from \$2,082,019.95 to \$2,675,102.38 and to amend the total Project costs from \$4,593,962.68 to \$5,200,135.38 in order to coincide with the amendment of the final design costs for the Project as agreed to by the Township and the Project Engineer, Pennoni Associates, Inc. (“Pennoni”) in Supplement D to the Engineering Agreement for the Project under date of May 9, 2016; and

WHEREAS, the Township and Pennoni agreed, pursuant to Supplement E to the Engineering Agreement for the Project under date of October 4, 2017, to amend the final design costs for the Project from \$2,675,102.38 to \$2,819,961.11 and to amend the total Project costs from \$5,200,135.38 to \$5,344,994.11; and

WHEREAS, the Department and the Township are required, pursuant to Paragraph 11 of Supplemental Agreement C, to enter into a Letter of Amendment to amend the Original Agreement when, among other things, the cost of a phase of the Project has increased; and

WHEREAS, the Department has indicated its willingness to amend the Original Agreement with Letter of Amendment, designated Amendment E and Agreement No. 064132-E (“Letter of Amendment E”), to increase the final design costs for the Project from \$2,675,102.38 to \$2,819,916.11 and to amend the total Project costs from \$5,200,135.38 to \$5,344,994.11 and has requested that the Township sign Letter of Amendment E, which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that, the Township hereby approves Letter of Amendment E.

FURTHER RESOLVED, that the proper officers of the Township, along with the Township Manager and Solicitor of the Township, are authorized and directed to take all steps necessary to carry out the purposes of this Resolution including, but not limited to, the signing of Letter of Amendment E which is attached hereto as Exhibit A; the completion, signing or other disposition of any other requisite forms; the satisfaction of any other requirements of the Pennsylvania Department of Transportation for the Project; and

FURTHER RESOLVED, this Resolution shall be effective immediately upon its adoption.

ADOPTED at a regular meeting of the Board of Commissioners of the Township of Abington this ____ day of _____, **2018**.

TOWNSHIP OF ABINGTON

Wayne C. Luker, President
Board of Commissioners

ATTEST:

Richard J. Manfredi, Secretary



ADMINISTRATIVE CODE AND LAND DEVELOPMENT

AGENDA ITEM

March 8, 2018

DATE

ACL-04-030818

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Consider whether or not to appeal the decision of the Zoning Hearing Board rendered on February 20, 2018 for application number #17-07: The Application of Baederwood Residential Partners, LP.

EXECUTIVE SUMMARY:

See attached supporting documents related to the application number 17-07

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

No recommendation, will await forthcoming deliberation by the Board of Commissioners.
(Agenda item introduced by Mr. Sanchez, Committee Chair)



Township of Abington
 Zoning Hearing Board
 1176 Old York Road
 Abington, Pennsylvania, 19001

Gertrude M. Hackney, Esq. Zoning Hearing Board Chairperson
 John DiPrimio, Zoning Hearing Vice Chairperson
 Michael O'Connor, Zoning Hearing Board Member
 Barbara M. Wertheimer, Zoning Hearing Board Member

Bruce J. Eckel, Zoning Hearing Board Solicitor

DECISION

17-07: This is the amended application of **Baederwood Residential Partners, LP**, applicants for the property known as Baederwood Shopping Center, located at 1575 thru 1631 The Fairway, Jenkintown, Pa. The applicants have submitted a revised application and have requested dimensional variances to reduce the size of the on-site parking stalls to 9 feet in width, allow the four existing ingress/egress points to remain as constructed, eliminate the requirement for sidewalks, the verge wall and street trees along the access drives, allow the existing parking lot light standards to remain as installed, allow the existing landscaping and fence to serve as the required screening of the loading areas abutting adjoining properties and allow the existing buffering to serve as the required landscape buffer and verge wall along the frontage of the site. Dimensional variances have been requested from Section 902.1.A, Section 504.6.H, Section 504.8.B, Section 504.8.C.d,f, Section 504.8.E.2 and Section 504.8.G of the Zoning Ordinance of the Township of Abington. The property is zoned within the {BC} Business Center Noble District of Ward #7 of the Township of Abington.

First Hearing Date: October 17, 2017
 Second Hearing Date: December 19, 2017
 Facts & Finding Due Date: January 12, 2018

You are hereby notified that your application has been DENIED APPROVED APPROVED WITH THE FOLLOWING CONDITIONS, by decision rendered on February 20, 2018.

BOARD SIGNATURES

Vote

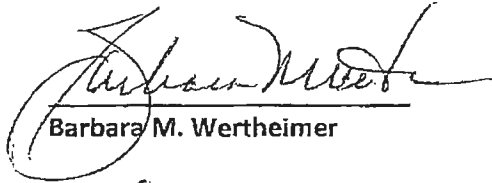
CONDITION(S)

Gertrude H. Hackney, Esq. Chairperson

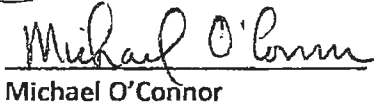
Aye:
 Nay:

John DiPrimio, Vice Chairperson

Aye:
 Nay:


Barbara M. Wertheimer

Aye:
Nay:


Michael O'Connor

Aye:
Nay:

Dated: February 20, 2018

Date of Mailing: 2/21, 2018

There is a 30-day period after the date of this decision for an aggrieved person to file an appeal in court to contest an approval or denial by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board approval during the 30-day appeal period, do so at their own risk.

All applicable application and/or permits must be secured from the Township of Abington within six months of the date of this decision or this decision becomes null and void.

**Township of Abington
Zoning Hearing Board Meeting
February 20, 2018
7:00 p.m.**

Call to Order:

Pledge of Allegiance:

Roll Call: Gertrude M. Hackney, Esq., Zoning Hearing Board, Chairperson
John DiPrimio, Zoning Hearing Board Member, Vice Chairperson
Barbara M. Wertheimer, Esq., Zoning Hearing Board, Secretary
Michael O'Connor, Zoning Hearing Board Member
Jose Casalina, Zoning Hearing Board Member
Bruce J. Eckel, Esq., Zoning Hearing Board Solicitor

Order & Opinion:

Case #17-07 ~ Baederwood Limited Partners, LP, 1575 thru 1631 The Fairway, Jenkintown, Pa.

Application: 18-01: This is the application of **Abington Friends School**, applicant for the property located at 575 Washington Lane, Jenkintown, Pa. 19046. The applicants have submitted an application for variances from Section 201 (Definitions), Section 902, Figure 9.4 and Section 905.G (Setbacks) and Section 2601.H (Lighting Standards) of the Zoning Ordinance of the Township of Abington. The applicant seeks approval to replace the existing multipurpose playing field with a new playing surface, track, fencing, netting and lighting. The applicant has requested dimensional variances to allow for the fencing, netting and light fixtures to be installed within the required setback area. Dimensional relief has also been requested to allow for light standards of up to 70 feet in height to be installed within the front yard setback area and two additional poles of 80 feet in height to be installed between the proposed multipurpose field and the existing buildings on the site. The property is zoned within the Community Service District of Ward #7 of the Township of Abington.

Adjournment:

Note: The next regularly scheduled meeting of the Zoning Hearing Board will be held on Tuesday, March 20, 2018 with a 7:00 p.m. start time.

**Township of Abington
Zoning Hearing Board
Public Notice**

Notice is hereby given that the Zoning Hearing Board of the Township of Abington will hold a meeting as required by the Township's Zoning Ordinance at the Abington Township Administration Building, 1176 Old York Road, Abington, Pennsylvania, on:

Tuesday, October 17, 2017 at 7:00 p.m., at which time a public hearing will commence on the following application:

17-07: This is the application of **Baederwood Residential Partners, LP**, applicants for the property known as Baederwood Shopping Center, located at 1575 thru 1631 The Fairway, Jenkintown, Pa. The applicants have submitted a revised application and have requested dimensional variances to reduce the size of the on-site parking stalls to 9 feet in width, allow the four existing ingress/egress points to remain as constructed, eliminate the requirement for sidewalks, the verge wall and street trees along the access drives, allow the existing parking lot light standards to remain as installed, allow the existing landscaping and fence to serve as the required screening of the loading areas abutting adjoining properties and allow the existing buffering to serve as the required landscape buffer and verge wall along the frontage of the site. Dimensional variances have been requested from Section 902.1.A, Section 504.6.H, Section 504.8.B, Section 504.8.C and Section 504.8.G of the Zoning Ordinance of the Township of Abington. The property is zoned within the {BC} Business Center Noble District of Ward #7 of the Township of Abington.

Thursday, October 19, 2017 at 7:00 p.m., at which time a public hearing will commence on the following application:

17-11: This is the application of **SD Property, LLC**, applicants for the property known as Unit #72, Parcel #300022540002, located at the northwestern corner of the intersection of Hamilton & Franklin Avenues, Willow Grove, Pa. The applicant has requested dimensional variances from Section 1002, Dimensional Chart #10.19 of the Zoning Ordinance of the Township of Abington. The applicant seeks approval to construct a twin dwelling unit on a lot of 3,125 square feet and with a lot frontage of 25 feet. The required minimum lot area is 7,500 square feet and the minimum lot width is 50 feet. The applicant proposes to develop this property in conjunction with the vacant parcel known as Unit #73 that shares a property line. The property is zoned within the Main Street Low {MS-L} District of Ward #5 of the Township of Abington.

17-12: This is the application of **SD Property, LLC**, applicants for the property known as Unit #73, Parcel #300022544007, located one lot north of the northwestern corner of the intersection of Hamilton & Franklin Avenues, Willow

Maria Wyrsta

From: Mark Penecale
Sent: Wednesday, February 21, 2018 8:36 AM
To: dubiesque@aol.com; John DiPrimio; Trudy HAcKney; mfoconnor1122@comcast.net; Jose Casalina
Cc: beckellaw@gmail.com; Maria Wyrsta
Subject: Case #17-07
Attachments: doc20180221081601.pdf

Dear ZHB Members,

Attached is the approval letter and the ZHB sign off sheet from your approval of the Barderwood Limited Partners, LP application. Please let me know if you have any questions.

*Mark A. Penecale
Planning & Zoning Officer
Township of Abington
267-536-1017*



Township of Abington

Wayne C. Luker, *President*

Steven N. Kline, *Vice President*

Richard J. Maufredi, *Manager*

Jay W. Blumenthal, *Treasurer*

February 21, 2018

Marc B. Kaplin, Esq.
Kaplin Stewart Meloff Reiter & Stein, Pa.
Union Meeting Corporate Center
910 Harvest Drive, P. O. Box 3037
Blue Bell, Pa. 19422-0765

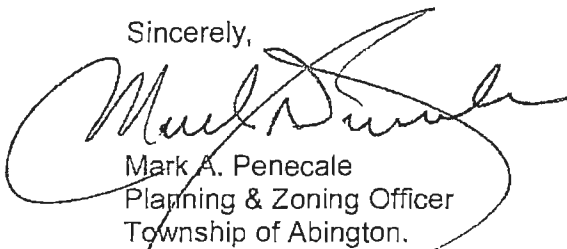
Re: Application #17-07: The Application of Baederwood Residential Partners, LP

Dear Mr. Kaplin,

I am pleased to inform you that at the stated meeting of the Zoning Hearing Board of the Township of Abington the application you presented for Baederwood Residential Partners, L.P. for the property known as Baederwood Shopping Center and the vacant 8 acre parcel was approved without condition.

I have on file the Conditional Use application you submitted for the same project on February 2, 2016. Please feel free to revise the plans to reflect the Zoning Hearing Board approval and submit the revised plan to the Engineering & Code Office of the Township of Abington. If there are any questions that you may have, please feel free to contact me at 267-536-1017.

Sincerely,



Mark A. Penecale
Planning & Zoning Officer
Township of Abington.

Cc: Ben Sanchez; Commissioner Ward #7
Zoning Hearing Board Member
Bruce E. Eckel, Esq.
Engineering & Code Department Staff



FINANCE COMMITTEE

AGENDA ITEM

FEBRUARY 20, 2018

FC-02-022018

DATE

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Expenditures/Salaries and Wages

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve the January expenditures in the amount of \$2,126,951.71 and salaries and wages in the amount of \$2,338,046.10, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of April 2018.

EXPENDITURES:

Total Payroll in January	2,338,046.10
Total Accounts Payable in January	1,885,284.38
Total Bank Wires	243,031.01
Less Void and Stop Payments	<u>(1,363.68)</u>
Total Payments	4,464,997.81

Bank wires (total included above) payable to:

US Bank	2010 G. O. Bond	0.00
US Bank	2012 G. O. Bond	0.00
US Bank	2013 G. O. Bond	0.00
US Bank	2014 G. O. Bond	113,500.00
Republic Bank	2017 G. O. Note	0.00
Delaware Valley Reg.	Digital Radio Fund	<u>129,531.01</u>
Total Wires		243,031.01

Voided checks:

45379	Primex Centers Inc.	(362.42)
45695	Penne Municipal League	(410.00)
45987	Billows	(574.46)
46098	Aqua	<u>(16.80)</u>
		(1,363.68)

Payroll Related Expenditures:

	<u>January</u>	<u>YTD</u>
FICA Taxes	111,316.98	111,316.98
Hospitalization	374,652.67	374,652.67
Prescription	140,222.21	140,222.21
Dental	27,180.32	27,180.32
Disability and Life Insurance	11,106.16	11,106.16
Unemployment Compensation	<u>0.00</u>	<u>0.00</u>
	664,478.34	664,478.34

Outstanding Debt Obligations

Bond & Note Debt – General, Refuse & Sewer Operating

<u>Issue</u>	<u>Paying Agent</u>	<u>Total Outstanding Principal</u>	<u>Total Outstanding Interest</u>	
2010 G. O. Bond Issue	U.S. Bank	0.00	36,888.00	
2012 G. O. Bond Issue	U.S. Bank	1,680,000.00	21,000.00	
2013 G. O. Bond Issue	U.S. Bank	5,375,000.00	246,468.00	
2014 G. O. Bond Issue	U.S. Bank	<u>4,540,000.00</u>	<u>526,185.00</u>	
		11,595,000.00	830,541.00	12,425,541.00
Lease Debt Obligation				
Principal & Interest through 01/31/18		60,231.58		

EXHIBIT "A"

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
The major areas of expenditures in the month of January 2018 (\$1,630,996.17 or 77%) were paid as follows:		
Fidelio Insurance Co.	January Dental Premium	12,138.42
DVHT	January Prescription	140,222.21
Delaware Valley Health	January Health & Dental Insurance Premium	360,530.35
Aetna Health Insurance	January Health Insurance Premium	29,164.22
Boston Mutual	Life & Disability Insurance	11,106.16
Abington Fire Company	Fire Tax	7,878.14
	LOSAP Payment	9,171.00
Aqua PA	Quarterly Hydrant	17,049.14
Associated Paving Contractors	Stream Maintenance Henrietta Avenue	54,613.50
	Valley & Mill Road Guard Rail	6,901.00
City of Philadelphia	November Wastewater Services	4,921.75
	Solid Waste Disposal	11,822.75
Covanta	Truck Repairs #123	132,155.06
Del-Val International Truck	Montgomery County 911 Radio Financing	108,851.71
Delaware Valley Regional Finance	4 Replacement Laptops/8 GB Memory	13,860.61
	5 Laptops and Docking Stations	3,133.56
Dell Marketing	40 Refurbished Parking Meters	9,608.52
	Case Loader 4 in 1 bucket/bucket repairs/air filters	12,265.14
Duncan Parking Technologies Inc.	Filters	184.20
	Coupling For Front End Loader	5,731.32
Eagle Power and Equipment	Drive Shaft for #156	3,334.40
	2018 Monthly Airtime Charges	21,515.06
Eagle Wireless Communications	Fire Tax	7,878.14
Edge Hill Fire Company	LOSAP Payment	9,171.00
	32 Hammer Bases for Grinder	17,049.14
Gran Turk	Replace Dissolved Oxygen Controllers and Probes	13,189.78
Hach	Fire Tax	7,878.14
McKinley Fire Company	LOSAP Payment	9,171.00
	Road Salt	17,049.14
Morton Salt	Various Others	122,821.02
PECO	Edge Hill Road/Tyson Avenue Estimates 68	47,943.68
	Edge Hill Road/Tyson Avenue Estimates 69	38,095.00
Pennoni Associates	Professional Services	2,359.40
	Fuel for Township Fleet	88,398.08
Petroleum Traders Corporation	Refuse Containers	47,236.96
Rehrig Pacific Company	Fire Tax	13,375.00
Roslyn Fire Company	LOSAP Payment	7,878.14
	Baederwood Zoning Hearing	9,171.00
Rudolph Clark, LLC	Colonade Litigation	3,922.00
	Land Development	2,070.00
Simone Collins	Legal Service - Retainer	3,150.00
	TAP Trail CDs	8,750.00
US Bank	Abington 2017 TAP Grant	15,335.90
	2014 G. O. Bond	4,514.24
Weldon Fire Company	Fire Tax	19,850.14
	LOSAP Payment	7,878.14
		113,500.00
		9,171.00
	Total	1,630,996.17

TABLE A	
If Budget Number Begins With:	The Fund Name Is:
01	General Fund
02	Sewer Operations
03	Highway Aid
05	Health Care Fund
06	Grant Fund
07	Permanent Improvement Fund
08	Parks Capital
10	Tuition Reimbursement
12	Clearing Fund
13	Workers' Compensation
14	Refuse Fund
15	Main Street Mgr./Economic Dvlpmnt.. Fund
16	S.I.U.
17	Sewer Capital

TABLE B	
Department Codes in General Fund (Example 01- <u>01</u> -002-0101 = Administration)	
Administration	01
Tax Collector	02
Police	04
Finance	05
Code Enforcement	06
Engineering	07
Community Development	08
WWTP	02-10
Public Works	13
Vehicle Maintenance	14
Fire Services	15
Library	23
Parks & Recreation	24
Miscellaneous (Administration)	27
Insurance	28
Debt Service	30



FINANCE COMMITTEE

AGENDA ITEM

FEBRUARY 20, 2018

FC-06-022018

DATE

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Funding for Legal Fees

EXECUTIVE SUMMARY:

Original budget of \$93,540 for legal expenses for 2017 has been exceeded.

PREVIOUS BOARD ACTIONS:

December 2017 - appropriated \$100,000 from fund balance for unforeseen legal fees for labor attorney and Colonade litigation.

RECOMMENDED BOARD ACTION:

Motion to appropriate \$90,270.00 from fund balance for legal fees: Baederwood Zoning - \$45,676.50, Crown Castle - \$29,082.00 and O'Neill Consulting - \$15,511.35.