

**TOWNSHIP OF ABINGTON**

**(2) CODE ENFORCEMENT AND LAND DEVELOPMENT COMMITTEE**

**November 28, 2016  
7:00 P.M.**

**CALL TO ORDER**

**ROLL CALL:           SANCHEZ – MARKMAN – DiPLACIDO – ZAPPONE  
                          GILLESPIE**

**Township Manager LEFEVRE  
Assistant Township Manager WEHMEYER  
Township Solicitor CLARKE  
Director of Code Enforcement MATTEO  
Township Engineer POWERS**

**MINUTES:**

**Motion to approve the minutes of the November 2, 2016  
Code Enforcement and Land Development Committee  
Meeting**

**CE1.                   Resolution No. 16-034 – Montgomery County Planning  
Assistance Contract No. 199 – 2017-2019**

**Motion to adopt Resolution No. 16-034 to renew the  
three-year Agreement with Montgomery County Planning  
Commission for a Planning Assistance Contract to be  
funded from Contingency Account No. 01-06-087-5305,  
in the amount of \$13,104.00 for 2017; \$13,240.50 for  
2018, and \$13,377.00 for 2019, totaling \$39,721.50.**

**CE2.                   Ordinance No. 2131 – Medical Marijuana Use Regulations**

**Motion to approve the advertisement of draft Ordinance  
No. 2131 of the Township of Abington for a formal  
hearing and final action on Thursday, January 12, 2017,  
with a 7:30 PM start time. The meeting will be held in  
the 2<sup>nd</sup> Floor Board Room of the Abington Township  
Administration Building, located at 1176 Old York Road,  
Abington, PA 19001.**

## Code Enforcement and Land Development

### BOARD ACTION REQUEST

November 28, 2016

*CEI*

Agenda Item

CODE ENFORCEMENT

TOWNSHIP MANAGER

#### AGENDA ITEM

Resolution No. 16-034

Montgomery County Planning Assistance

Contract No. 199 for 2017 - 2019

*no*

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#### **PREVIOUS ACTION**

- Montgomery County Planning Assistance has been with the Township of Abington since **2008**.
- Contracts are renewed every three years under a Planning Assistance Program.
- Program includes the services of a professional planner(s) assigned to the Township who will attend meetings of the Planning Commission or the Board of Commissioners; reviews all subdivision and land development plans and ordinance amendments.
- Planner will provide contingency services and technical assistance to the Township; updates of the Township Zoning and Map, updates of Township Subdivision and Land Development Ordinance.
- Professional Support to the Township Planning Commission and assist in Economic Development Efforts for the Township.

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#### **RECOMMENDED BOARD ACTION**

- Motion to adopt Resolution No. 16-034 to renew the three-year agreement with Montgomery County Planning Commission for a Planning Assistance Contract to be funded from Contingency Account No. 01-06-087-5305, in the amount of \$13,104.00 for 2017; \$13,240.50 for 2018, and 13,377.00 for 2019, totaling \$39,721.50.

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#### **COMMENTS**

- Total Contract Costs (Years 1-3) is \$79,443.00; Township Municipal Share of 50% is \$39,721.00.

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

JOSH SHAPIRO, CHAIR

VALERIE A. ARKOOSH, MD, MPH, VICE CHAIR

JOSEPH C. GALE



**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

SUBJECT: Abington Township  
Community Planning Structured Assistance

DATE: September 7, 2016

TO: Larry Matteo, Director  
Planning & Code Enforcement  
Abington Township

FROM: Mike Narcowich, AICP, Principal Planner II  
MCPC

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Larry, below please find the proposed Structured Assistance Items for the new MCPC Planning Assistance Contract. Naturally, we can adjust these as the Township sees fit. For example, a new Comprehensive Plan and work on a Historic Preservation inventory and/or ordinance might be substituted for items on the list. Alternately, should the Township wish to undertake more work concurrently with the items on this list, we could add them but increase the level of service and cost of the contract.

1. Print Zoning Ordinance and Map. Products- Twenty-five (25) copies of the final product, including one copy of the zoning map, plus one copy of both final products in PDF format on a compact disc.
2. Subdivision and Land Development Ordinance Update. MCPC will work with the Township to review the existing Subdivision and Land Development Ordinance (SALDO), drafting new provisions, in all or in part, that implement the recommendations of the Township Comprehensive Plan and the County's new model SALDO.

Products- Twenty-five (25) copies of the final product plus one copy of the final product in PDF format on a compact disc.

3. Provide Professional Support to Township Planning Commission. MCPC will provide ongoing professional support to the Township Planning Commission, generally including attendance at the Planning Commission's monthly meeting, and attendance at 1-2 other Township meetings (potentially including Township staff meetings, Vacant Property Review Board, economic development or other meetings) per month, detailed review of all subdivision and land development proposals, and coordination with other municipal agencies and professional consultants as necessary.
4. Assist in Economic Development Efforts. MCPC will, as requested by the Township, provide planning, mapping, visual rendering, or other assistance as necessary to support the Township's economic development efforts, including the ongoing effort to encourage economic development at Route 611 and Susquehanna Road.

**Abington Township**  
 Community Planning Assistance  
 Contract Cost Proposals  
 January 1, 2017 - December 31, 2019

Description			TOTAL CONTRACT COST	MUNICIPAL SHARE 50%
<b><u>Year One</u></b>		<b><u>RATE</u></b>		
2.5	Planner-Days / Month	\$672 / Planner Day	\$20,160.00	\$10,080.00
18	Night Meetings* / Year		\$6,048.00	\$3,024.00
<b>YEAR ONE TOTAL</b>			<b>\$26,208.00</b>	<b>\$13,104.00</b>
<b><u>Year Two</u></b>		<b><u>RATE</u></b>		
2.5	Planner-Days / Month	\$679 / Planner Day	\$20,370.00	\$10,185.00
18	Night Meetings* / Year		\$6,111.00	\$3,055.50
<b>YEAR TWO TOTAL</b>			<b>\$26,481.00</b>	<b>\$13,240.50</b>
<b><u>Year Three</u></b>		<b><u>RATE</u></b>		
2.5	Planner-Days / Month	\$686 / Planner Day	\$20,580.00	\$10,290.00
18	Night Meetings* / Year		\$6,174.00	\$3,087.00
<b>YEAR THREE TOTAL</b>			<b>\$26,754.00</b>	<b>\$13,377.00</b>
<b>Total Contract Costs (Years 1-3)</b>			<b>\$79,443.00</b>	<b>\$39,721.50</b>

\* One Night Meeting = half of a Planner Day

<b>Summary of Invoices</b>			<b>Municipal Share 50 %</b>
<b>Year One</b>			
Invoice 1	October, 2016		\$6,552.00
Invoice 2	April, 2017		\$6,552.00
<b>Year Two</b>			
Invoice 3	October, 2017		\$6,620.25
Invoice 4	April, 2018		\$6,620.25
<b>Year Three</b>			
Invoice 5	October, 2018		\$6,688.50
Invoice 6	April, 2019		\$6,688.50
			<b>\$39,721.50</b>

RESOLUTION NO. 16-034

**PLANNING ASSISTANCE CONTRACT  
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY  
AND ABINGTON TOWNSHIP**

***THIS CONTRACT*** made the first day of January 2017, between Commissioners of Montgomery County (herein called County) and Abington Township of Montgomery County, Pennsylvania (herein called Municipality).

***WITNESSETH THAT:***

***WHEREAS***, County has created the Montgomery County Planning Commission (herein called MCPC), and

***WHEREAS***, Resolution 70-3, dated March 11, 1970, established policies for local planning assistance, a cost sharing formula and a schedule of fees and charges by which the services of MCPC's staff was offered to assist the 62 municipalities in the county, and

***WHEREAS***, the Municipality has requested the MCPC to provide planning assistance under the terms specified herein, and

***WHEREAS***, the County of Montgomery, acting through the MCPC proposes to render assistance to the Municipality in the form of technical services, pursuant to Pennsylvania Municipalities Planning Code, Act 247, as amended.

***NOW THEREFORE***, in consideration of the mutual promises hereafter made, the parties hereto, intending to be legally bound under the Uniform Written Obligations Act of the Commonwealth of Pennsylvania, do hereby agree that:

A. MCPC Assistance

1. The MCPC will assign one or more professional planners, and supporting staff, to meet the categories outlined in Exhibit B.

B. Services of Municipality

1. Officials, employees, staff and members of the planning commission of the Municipality will cooperate with MCPC in the discharge of its responsibilities hereunder.
2. All pertinent Municipality records and data shall be made available for the use of the MCPC.

C. Schedule of Time and Compensation

1. The established and agreed total cost is **\$79,443**

2. The compensation is subject to Resolution 15-1.1, Exhibit A.
3. This contract shall become effective on January 1, 2017 and shall terminate on December 31, 2019.
4. Municipality's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in C.1 above. This includes any federal or state optional funding arrangements equal to the municipal share set forth in Exhibit C.
5. The total cost of the printing and publication of Major Products (Reports and Maps) shall be negotiated on a case-by-case basis.
6. Municipality shall pay MCPC on the following basis:

<u>Date</u>	<u>Amount</u>
April 2017	\$6,522.00
October 2017	\$6,522.00
April 2018	\$6,620.25
October 2018	\$6,620.25
April 2019	\$6,688.50
October 2019	\$6,688.50

D. Miscellaneous

1. Either party may terminate this contract by giving the other at least sixty (60) days written notice thereof, and a pro rata adjustment shall be made based on the compilation of costs incurred and services performed by the MCPC. In the event of cessation of services by the MCPC prior to the termination date in the contract, the MCPC shall be paid for costs and services to the date of such cessation and the MCPC and the County of Montgomery shall, in no event, be liable to Municipality for breach of this contract due to cessation of its services.
2. The scope of work to be done under this contract shall be subject to modifications or supplements upon the written agreement of the duly authorized representatives of the contracting parties. It is the understanding of all parties to this contract that no modification of the program shall be made that would change the total cost unless such changes, including any increase or decrease in the amount of the MCPC's compensation, are mutually agreed upon by and between the parties hereto. Such changes will be accomplished as follows: a) any decrease in the amount of MCPC's compensation shall be incorporated in written amendments to this contract; b) any increase in the amount of MCPC's compensation in excess of \$1500 (i.e. \$3000 total change) shall be incorporated in written amendments to this contract; c) any increase in the amount of MCPC's compensation less than \$1500 (i.e. \$3000 total change) shall be by a letter of intent of a purchase of service (said letter of intent shall be signed by the authorized representative of the municipality and by the Director of the MCPC); and d) any substitution or modification of the work items in B. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

3. The costs of any increases in the scope of work agreed to by the contracting parties in accordance with D.2 shall be calculated on the basis of the per diem rates prevailing at the time said increase is negotiated. Any increase involving the commitment of additional monthly planner-days shall be subject to the availability of said staff time.

MUNICIPAL GOVERNING BODY

COMMISSIONERS OF  
MONTGOMERY COUNTY

By: \_\_\_\_\_  
Chairman, Township Board of Commissioners  
Wayne C. Luker, President

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Township Manager  
Michael LeFevre

Attest: \_\_\_\_\_  
County

Authorized by resolution or ordinance of Municipality. Adopted \_\_\_\_\_, 20\_\_\_\_.

Authorized by Resolution # \_\_\_\_\_ of County. Adopted \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT A**  
**MONTGOMERY COUNTY PLANNING COMMISSION**  
**FEE SCHEDULE**  
**for**  
**COMMUNITY PLANNING ASSISTANCE CONTRACTS**  
  
**MCPC RESOLUTION #16-2.3**

The fee schedule breakdown below is based on the “planner-day” which includes planner time, staff coordination and management, all support services, and incidental expenses.

A. Planning Assistance Contract Program 2016-2018 Graduated Fee Schedule

For the first year of a three-year contract:	<b>Per Planner-Day = \$672.00</b>
For the second year of a three-year contract:	<b>Per Planner-Day = \$679.00</b>
For the third year of a three-year contract:	<b>Per Planner-Day = \$686.00</b>

B. Planning Assistance Contract Program 2016-2018 Flat Fee Schedule

Per year for a three-year contract:	<b>Per Planner-Day = \$679.00</b>
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C. Letter of Intent Contract Program/  
Short-Term Contracts and Subpoenaed  
Appearances:

**Per Planner-Day = \$700.00**

The share of municipal governmental financial commitment shall be 50 percent of the contract's total cost as shown in Exhibit C.

A minimum number of night meetings will be specified in each contract dependent upon the work program, and they shall be calculated at the rate of two night meetings being the equivalent of one planner-day.



**EXHIBIT B**  
**CATEGORIES OF ASSISTANCE**

A. General Services

1. Meeting Attendance. A professional planner(s) will be assigned to the Municipality. The planner(s) will attend meetings of the Comprehensive Plan Steering Committee and other meetings, such as public hearings, Township Board of Commissioners meetings, Zoning Hearing Board meetings, meetings of other appointed agencies and boards of the Municipality, joint meetings of some or all such agencies and boards at the direction of the Township Board of Commissioners. Attendance of eighteen (18) night meetings per year has been included in the contract. However, any adjustments to the number of meetings actually attended, either up or down, will be traded off with planner-days of service provided, at the rate of one-half (½) planner-day for each meeting adjusted.
2. Act 247 Reviews. During the course of the contract, the assigned planner(s) will be responsible for all reviews (subdivision, land developments, and ordinance amendments) required by Act 247, "The Pennsylvania Municipalities Planning Code." Zoning Hearing Board reviews shall be prepared as necessary. This assistance will include detailed in-depth land development reviews as needed, which may include redesign concepts and alternative zoning strategies when appropriate. The planner(s) will attend staff meetings when requested to provide input, answer questions, and explain the County Planning Commission's position.

B. Flexible Assistance

The planner(s) will provide contingency services and technical assistance such as but not limited to, the writing of zoning and/or subdivisions and land development ordinances to an extent not to exceed two and a half (2.5) planner-day per month throughout the duration of the contract; with the understanding that work identified in C.1, Structured Assistance, may be delayed or deferred as a result.

C. Structured Assistance

1. Ongoing Assistance: Adoption of Zoning Ordinance. Provide support with final revisions and presentations of Draft Zoning Ordinance to municipal bodies.
2. Print Zoning Ordinance and Map. Products: Twenty-five (25) copies of the final product, including one copy of the zoning map, plus one copy of both final products in PDF format on a compact disc.
3. Subdivision and Land Development Ordinance Update. MCPC will work with the Township to review the existing Subdivision and Land Development Ordinance (SALDO), drafting new provisions, in all or in part, that implement the recommendations of the Township Comprehensive Plan and the County's new model SALDO.

Products: Twenty-five (25) copies of the final product plus one copy of the final product in PDF format on a compact disc.

4. Provide Professional Support to Township Planning Commission. MCPC will provide ongoing professional support to the Township Planning Commission, generally including attendance at the Planning Commission's monthly meeting, and attendance at 1-2 other Township meetings (potentially including Township staff meetings, Vacant Property Review Board, economic development or other meetings) per month, detailed review of all subdivision and land development proposals, and coordination with other municipal agencies and professional consultants as necessary.
5. Assist in Economic Development Efforts. MCPC will, as requested by the Township, provide planning, mapping, visual rendering, or other assistance as necessary to support the Township's economic development efforts, including the ongoing effort to encourage economic development at Route 611 and Susquehanna Road.

**EXHIBIT C  
CONTRACT COSTS AND MUNICIPAL SHARE  
January 1, 2017 – December 31, 2019**

		<u>Total Cost</u>	<u>Municipal Share (50%)</u>
<u>Year One</u>			
2.5	Planner Days/Month @ \$672/day	\$20,160.00	\$10,080.00
18	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 6,048.00</u>	<u>\$ 3,024.00</u>
<i>Year One Total</i>		\$26,208.00	\$13,104.00
 <u>Year Two</u>			
2.5	Planner Days/Month @ \$679/day	\$20,370.00	\$10,185.00
18	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 6,111.00</u>	<u>\$ 3,055.50</u>
<i>Year Two Total</i>		\$26,481.00	\$13,240.50
 <u>Year Three</u>			
2.5	Planner Days/Month @ \$686/day	\$20,580.00	\$10,290.00
18	Night Meetings at a rate of one-half (1/2) planner-day per night meeting	<u>\$ 6,174.00</u>	<u>\$ 3,087.00</u>
<i>Year Three Total</i>		\$26,754.00	\$13,377.00
 <i>Total Contract Costs (Years 1-3)</i>		 <u><b>\$79,443.00</b></u>	 <u><b>\$39,721.50</b></u>

**SUMMARY OF INVOICES**

<u>Year One</u>	
April 2017 (Invoice 1)	\$6,522.00
October 2017 (Invoice 2)	\$6,522.00
 <u>Year Two</u>	
April 2018 (Invoice 3)	\$6,620.25
October 2018 (Invoice 4)	\$6,620.25
 <u>Year Three</u>	
April 2019 (Invoice 5)	\$6,688.50
October 2019 (Invoice 6)	\$6,688.50

# Code Enforcement & Land Development BOARD ACTION REQUEST

November 28, 2016

AGENDA ITEM

**CE2**

CODE ENFORCEMENT

TOWNSHIP MANAGER

AGENDA ITEM

*RM*

Ordinance #2131

Medical Marijuana Use Regulations

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**OVERVIEW:** The Township of Abington has prepared draft ordinance #2131 to provide use regulations for Medical Marijuana Dispensaries and Medical Marijuana Grow Facilities within the Township of Abington, Montgomery County, Pennsylvania. The proposed ordinance defines the use classifications, provides for the uses within the existing zoning districts, limits hours of operation and sets security standards for the proposed two new uses.

## **RECOMMENDED BOARD ACTIONS:**

- Motion to approve the advertisement of draft Ordinance #2131 of the Township of Abington for a formal hearing and final action on Thursday, January 12, 2017, with a 7:30 p.m. start time. The meeting will be held in the 2<sup>nd</sup> Floor Board Room of the Abington Township Administration Building, located at 1176 Old York Road, Abington, Pa. 19001.

**TOWNSHIP OF ABINGTON**  
**MONTGOMERY COUNTY, PENNSYLVANIA**  
**ORDINANCE NO. 2131**

**AN ORDINANCE AMENDING CHAPTER 162 – “ZONING,” ARTICLE III --  
“ESTABLISHMENT OF ZONING DISTRICTS,” RELATED TO THE MEDICAL  
MARIJUANA ACT**

**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 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:

**SECTION 1. Chapter 162, “Zoning,” Section 201, Specific Definitions**, is hereby amended to add the following definitions:

*Department of Health* – The Department of Health of the Commonwealth of Pennsylvania.

*Medical Marijuana Act* – Act 16 of 2016, 35 P.S. § 10231.101 *et seq.*

*Medical Marijuana Dispensary* – A person, including a natural person, corporation, partnership, association, trust, or other entity, or any combination thereof, which is registered by the Department of Health under the Medical Marijuana Act to dispense medical marijuana. The term does not include a Health Care Medical Marijuana Organization under Chapter 19 of the Medical Marijuana Act.

*Medical Marijuana Grower/Processor* – A person, including a natural person, corporation, partnership, association, trust, or other entity, or any combination thereof, which is registered by the Department of Health under the Medical Marijuana Act to grow and process medical marijuana. The term does not include a Health Care Medical Marijuana Organization under Chapter 19 of the Medical Marijuana Act.

**SECTION 2. Chapter 162, Article IV, Special Commercial Districts, Section 402.2.A** is hereby amended to add the following permitted use:

33. **C-37** Medical Marijuana Dispensary

**SECTION 3. Chapter 162, Article V, Recreation/Conservation Districts, Section 502.2.B,** is hereby amended to add the following conditional use:

h. **D-18** Medical Marijuana Grower/Processor

**SECTION 4. Chapter 162, Article VII, Use Regulations, Section 706.C,** is amended to add the following:

**Use C-37** Medical Marijuana Dispensary, subject to the specific criteria listed below:

- (a) A Medical Marijuana Dispensary shall provide proof of registration with the Department of Health or proof that registration has been sought and is pending approval, and shall at all times maintain a valid, accurate, and up-to-date registration with the Department of Health. Should registration be denied or revoked at any time, any Township approval shall immediately become void. A Medical Marijuana Dispensary may not operate on the same site as a facility used for growing and processing medical marijuana.
- (b) A Medical Marijuana Dispensary shall at all times operate in compliance with all Department of Health regulations pertaining to such facilities.

- (c) A Medical Marijuana Dispensary shall not be operated or maintained on a parcel within 1,000 feet, measured by a straight line in all directions, without regard to intervening structures or object, from the nearest point on the property line of a residentially zoned property or a parcel containing a public, private or parochial school, day-care center, place of worship, public park, or community center.
- (d) A Medical Marijuana Dispensary must operate entirely within an indoor, enclosed, and secure facility. No exterior sales and no sidewalk displays shall be permitted. No drive-thru services shall be permitted. The use cannot be advertised on radio or television.
- (e) A Medical Marijuana Dispensary shall be limited to the hours of operation not earlier than 9:00 a.m. and not later than 9:00 p.m.
- (f) A Medical Marijuana Dispensary shall submit a disposal plan to be reviewed and approved by the Township. Medical marijuana remnants and by-products shall be disposed of according to an approved plan and shall not be placed within an exterior refuse container.
- (g) There shall be no emission of dust, fumes, vapors or odors which can be seen, smelled or otherwise perceived from beyond the lot line for the property where the Medical Marijuana Dispensary is located.
- (h) No one under the age of eighteen (18) shall be permitted in a Medical Marijuana Dispensary, unless accompanied by a caregiver as required under Section 506 of the Medical Marijuana Act.
- (i) No use of medical marijuana shall be permitted on the premises of a Medical Marijuana Dispensary.
- (j) A Medical Marijuana Dispensary shall submit a security plan to the Township, which plan shall demonstrate how it will maintain effective security and control. The security plan shall specify the type and manner of 24-hour security, tracking, recordkeeping, record retention, and surveillance system to be utilized in the facility as required by Section 1102 of the Medical Marijuana Act and as supplemented by regulations promulgated by the Department of Health pursuant to the Medical Marijuana Act.

**SECTION 5. Chapter 162, Article VII, Use Regulations, Section 706.D,** is hereby amended to add the following:

**Use D-18** Medical Marijuana Grower/Processor, subject to the specific criteria listed below:

- (a) A Medical Marijuana Grower/Processor shall provide proof of registration with the Department of Health or proof that registration has been sought and is pending approval, and shall at all times maintain a valid, accurate, and up-to-date registration with the Department of Health. Should registration be denied or revoked at any time, any Township approval shall immediately become void.
- (b) A Medical Marijuana Grower/Processor shall at all times operate in compliance with all Department of Health regulations pertaining to such facilities.
- (c) A Medical Marijuana Grower/Processor must be located on a lot containing not less than two (2) acres.
- (d) A Medical Marijuana Grower/Processor shall not be operated or maintained on a parcel within 1,000 feet, measured by a straight line in all directions, without regard to intervening structures or object, from the nearest point on the property line of a residentially zoned property or a parcel containing a public, private or parochial school, day-care center, place of worship, public park, or community center.
- (e) A Medical Marijuana Grower/Processor must operate entirely within an indoor, enclosed, and secure facility. No exterior sales and no sidewalk displays shall be permitted. No drive-thru services shall be permitted. The use cannot be advertised on radio or television.
- (f) A Medical Marijuana Grower/Processor shall be limited to the hours of operation not earlier than 9:00 a.m. and not later than 9:00 p.m.
- (g) A Medical Marijuana Grower/Processor shall submit a disposal plan to be reviewed and approved by the Township. Medical marijuana remnants and by-products shall be disposed of according to an approved plan and shall not be placed within an exterior refuse container.
- (h) There shall be no emission of dust, fumes, vapors or odors which can be seen, smelled or otherwise perceived from beyond the lot line for the property where the Medical Marijuana Grower/Processor is located.



- (i) No one under the age of eighteen (18) shall be permitted in a Medical Marijuana Grower/Processor, unless accompanied by a caregiver as required under Section 506 of the Medical Marijuana Act.
- (j) No use of medical marijuana shall be permitted on the premises of a Medical Marijuana Grower/Processor.
- (k) A Medical Marijuana Grower/Processor shall submit a security plan to the Township, which plan shall demonstrate how it will maintain effective security and control. The security plan shall specify the type and manner of 24-hour security, tracking, recordkeeping, record retention, and surveillance system to be utilized in the facility as required by Section 1102 of the Medical Marijuana Act and as supplemented by regulations promulgated by the Department of Health pursuant to the Medical Marijuana Act.

**SECTION 6. Chapter 162, Article IX, Parking and Transportation Standards,** is hereby amended to add the following parking requirements:

**Section 901.3, Commercial Land Uses,** is amended to add the following:

**Use C-37: Medical Marijuana Dispensary:** One (1) off-street parking space per 200 square feet of gross leasable floor area.

**Section 901.4, Industrial Land Uses,** is amended to add the following:

**Use D-18: Medical Marijuana Grower/Processor:** One (1) off-street parking space per 500 square feet of gross floor area devoted to the manufacturing area, storage area and utility area, plus one (1) off-street parking space for every 300 square feet of gross floor area devoted to sales or office area.

**SECTION 7. SEVERABILITY.**

In the event that any section, sentence, clause, phrase or word of this ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent or otherwise foreclose enforcement of any of the remaining portions of this ordinance.

**SECTION 8. REPEALER.**

All ordinance or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistency or conflicts, are hereby specifically repealed.

**SECTION 9. EFFECTIVE DATE.**

This Ordinance shall be effective five (5) days after enactment.

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Michael LeFevre, Secretary

By: \_\_\_\_\_  
Wayne C. Luker, President