

ABINGTON TOWNSHIP

DECEMBER 10, 2020



**BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE**



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

A G E N D A **December 10, 2020** **7:00 PM**

There are two ways for the public to participate in the meeting. Residents can access the meeting online by a computer, iPad, iPhone, or Android at <https://zoom.us/j/91432826808>.

This link will enable residents to hear the meeting and see presentations. There will be no video capabilities. Residents, who are unable to join online, can listen to the meeting by calling 1-929-436-2866 and entering the meeting ID number 914-3282-6808 when prompted.

CALL TO ORDER

CONSIDER APPROVAL OF MINUTES

- a. Consider a motion to approve the Minutes from the Board of Commissioners Committee of the Whole Meeting of November 12, 2020.

PRESENTATIONS

PUBLIC COMMENT ON AGENDA ITEMS ONLY

UNFINISHED BUSINESS

NEW BUSINESS

- a. Consider authorizing the release of the performance security (escrow release) for Crest Commons, LLC and authorize the Township Manager to sign accordingly.
- b. Consider approving the request for the Township to subordinate the municipal lien under the Community Development Home Program for 205 North Hills Avenue.
- c. Consider a motion to suspend the process and procedures for appointments to various Boards and Commissions, pending a revised policy to be submitted by the Township Manager.
- d. Consider and discuss instituting a Township wide mask mandate (*Commissioner Ken Brodsky*)
- e. Consider reapproving a five year lease agreement for 1220 Huntingdon Road between the Abington School District and Abington Township.

- f. Consider the requested and submitted petition amendment to the Zoning Ordinance to include a transit-oriented apartment/condominium building to be permitted upon Conditional Use approval within the BC- Business Center District, Willow Grove Park.

- g. Consider and discuss creating a Vehicular and Pedestrian Safety Study Team. *(Commissioners Carswell, Rothman and Bole)*

ADJOURNMENT

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.

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.

The stated meeting of the Committee of the Whole of the Board of Commissioners of the Township of Abington was held as a Zoom webinar and teleconference on Thursday, November 12, 2020 with Vice President Hecker presiding.

CALL TO ORDER: 7:24 p.m.

PRESENT: Commissioners THOMPSON, BRODSKY, BOLE, CARSWELL, ROTHMAN, VAUGHN, MYERS, ZAPPONE, BOWMAN, DiPLACIDO, WINEGRAD, VAHEY, SCHREIBER, HECKER, SPIEGELMAN

CONSIDER APPROVAL OF MINUTES:

Vice President Hecker made a MOTION, seconded by Commissioner Myers to approve the minutes from Board of Commissioners Committee of the Whole Meeting of October 8, 2020.

MOTION was ADOPTED 15-0.

PRESENTATIONS: None.

PUBLIC COMMENT ON AGENDA ITEMS ONLY:

Lora Lehmann, resident, expressed concern about the process as well as the amount of time for public comments on agenda items.

Vice President Hecker explained that following determination of each agenda item, there will be a period of one month for residents to ask questions and gather information, and either at the committee meeting or Board of Commissioners meeting, there will be opportunity for public comment on the item, so more time has been created for additional discussion.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

BOARD OF COMMISSIONERS NEW BUSINESS:

Item BOC-01-121020 - Discuss and consider creating a Martin Luther King, Jr. Day special ad hoc committee:

Vice President Hecker called on Commissioner Carswell.

Commissioner Carswell said on an annual basis, the Township and School District have collaborated on a Martin Luther King, Jr. Day special event, and in the past, it has been held on the school's campus that included presentations by dignitaries and elected officials as well as students from various elementary schools.

This year has presented a few challenges to the norm; however, she does not want to lose the opportunity to recognize this important leader of our country as well as the many leaders who followed in his footsteps that care about civil rights issues. In our Township, there are many organizations and individuals who have done important work in that regard.

She would like to create an annual ad hoc committee that would exist in the fall going into January to plan/host this event. The committee would be a minimum of five members consisting of representatives from the School District, Township Board of Commissioners, the police, the Human Relations Commission and open to the public to invite a number of organizations and individuals to volunteer. This event has had an important existence in our history and she would like to build on it by adding a component of service, and although this year has presented a number of challenges, there are opportunities for social distancing service projects and community engagement. She asked for the Board's support in creating this ad hoc committee.

Commissioner Vaughn said she would like to be part of this committee working with Commissioner Carswell and she knows of organizations that would be willing to work with us.

Vice President Hecker asked Commissioner Carswell how she envisions populating this ad hoc committee on an annual basis.

Commissioner Carswell replied she envisions a minimum of five members, and she would like to be the chairperson of the committee.

Manager Manfredi said we would create a scope of duties for the ad hoc committee, and previously the Board of Commissioners has permitted the committee chairperson to make selections, and if that is the case, he will meet with Commissioner Carswell for further direction.

Vice President Hecker clarified that due to this being presented in November and Martin Luther King, Jr. Day is held in January, we would need to come to a general agreement this evening to move it forward by the Board meeting in December. Is that correct?

Manager Manfredi replied that is correct.

Commissioner Vahey agreed that we need to move expeditiously and it should be moved directly to the Board of Commissioners meeting next month for a final vote, and if we are all in agreement of this ad hoc committee this evening, the Board can ratify it next month.

Manager Manfredi said we can draft a document for circulation for the Board's review in advance of the December meeting as time is of the essence.

Commissioner Myers commented that this is a terrific idea, and for many years, there were only two people who put the program together and it was difficult because the process began after the holidays. She thanked Commissioner Carswell and she fully supports it.

President Spiegelman volunteered his graphic design services that may be needed for the event. He thanked Commissioner Carswell for her initiative and vision for not only saving this important and inspiring event, but also reinvent it for these times is very much appreciated. He will be excited to see what the committee comes up with.

Commissioner Bole also thanked Commissioner Carswell. Would there be any budget implications for the Township?

Commissioner Carswell replied after speaking with former Commissioner Luker who was heavily involved with the planning of this event, she mapped out what work would be involved, and does not anticipate any expenses. There will be staff time needed for hosting Zoom and producing communications on Township website and social media. Regarding the service component, she hopes to encourage various stakeholders throughout the community to host the service projects.

Commissioner Thompson echoed sentiments made by the Commissioners. It is a worthy initiative and he thanked Commissioner Carswell. He supports moving this forward to the Board meeting next month.

Commissioner Rothman commented that Commissioner Carswell is the perfect person to spearhead this and thanked her, and he hopes that those who have time to help, will do so.

Vice President Hecker questioned whether the motion should include designation of the chairperson.

Manager Manfredi suggested approval of an ad hoc committee to be created for the purpose of the Martin Luther King, Jr. Day special event to be chaired by Commissioner Carswell with appointments to be made by the chair and for the formal scope and duties of the committee to be placed on the Board of Commissioners meeting agenda for approval. Chair appointment could be on an annual basis.

Vice President Hecker suggested that in each subsequent year, the Board would reaffirm the chairperson appointment in the fall while providing enough time for the committee to get up and running to plan the event by January.

Manager Manfredi replied the Board could reappoint the chairperson, and if they do not want to continue, they could step down and the Board would appoint a new chairperson.

Commissioner Carswell said details will be spelled out for the Board's consideration in December, and once the ad hoc committee is formed and the event has occurred, there will be a summary afterwards to identify key pieces of the timeline. Also, she plans to provide opportunities for the public to participate/volunteer.

Vice President Hecker made a MOTION, seconded by President Spiegelman to move Item BOC-01-121020 forward for consideration and approval by the full Board of Commissioners at the December 2020 meeting.

MOTION was ADOPTED 15-0.

Item BOC-02-121020 – Discuss and consider creating a Rental Ordinance regulating rentals within the Township:

Commissioner Thompson said he was contacted by a tenant who asked him to look at some issues with the rental property of a single-family home she is living in. Upon entering the porch, there is water damage visible and some early mold growth, and in the basement, the exhaust line that connects the furnace to the outside of the building had a six inch gash in it, so carbon monoxide that is supposed to be ventilating outside of the building was dumping into the basement, which is a life-saving issue. On the backside of the house is an illegal addition and the roof was not planned properly forcing the door on the back of the dwelling to be six feet tall, which is eight inches below code required minimum, so the second means of egress is not up to code. Also, regarding the outside of the illegal addition, he was able to move the block foundation walls with his shoe because there was no mortar in any of the joints, so the addition is not structurally sound.

Living in the home are a pair of grad students with four children and a fifth child on the way, and it is disturbing for a family of this size living in a home that is such an egregious life-saving hazard. This is a wakeup call to do something to protect residents who rent rather than own.

He would like to establish a system that grants licenses to landlords in the Township, and contingent upon receiving a license, the landlord will need to have their rental units inspected by a third-party inspector to make sure units are warm, safe and dry for the tenants to occupy. After review of ordinances from Conshohocken and another Township, inspections could be done on an annual or biannual interval upon tenant turnover. He suggested moving this item to the Land Use Committee next month for further review.

Commissioner Carswell said she appreciates the thoughtfulness behind this, and Commissioner Thompson is not alone in this situation as rental units should be in better shape and landlords need to pay more attention to the space they provide for their tenants. This is an important project for the Township.

President Spiegelman said this has potential to be an innovation in resident protection. How long have the ordinances been enacted in the other Townships?

Solicitor Clarke replied Conshohocken enacted their ordinance in 2013, and he is not sure about the other one.

Commissioner Myers said her concern is property maintenance issues and code enforcement that exists not only in rental properties, but also homeowners, and there is potential for abuse. She would be interested in seeing the ordinance prior to the meeting for a final vote.

Commissioner Thompson said the intention is to begin putting language together to bring before the Land Use Committee for further vetting. He understands the concern about abuse and that will be addressed.

Commissioner DiPlacido said he likes this idea. Would it be a third-party inspector or Township's zoning and code department?

Commissioner Thompson replied it would be a third-party inspection agency of the landlord's choosing.

Commissioner DiPlacido clarified that the landlord would pay for the inspection. Is that correct?

Commissioner Thompson replied that is correct.

Commissioner Schreiber asked about language in the ordinance for a timeframe for inspections.

Commissioner Thompson replied language regarding timeframe for inspections as well as a duration within leases will be included in the draft ordinance to be further discussed in committee.

Vice President Hecker agreed that this item should be remanded to the Land Use Committee and suggested bringing it back before the Committee of the Whole for additional discussion before sending it to the full Board for final vote.

Commissioner Thompson agreed.

Commissioner Vaughn said she also likes this idea; however, she has some reservations about the landlord choosing the inspector as it could be certified o.k. if there is a relationship between them. Would it be possible for the Township to provide a list of authorized third-party inspectors? Also, if there are already those who are living in apartments with issues, would inspections be done in existing situations or would it be just for those newly moving in?

Commissioner Thompson replied we have not yet considered when it would take effect as well as how it would work retroactively; however, we can discuss that moving forward.

Manager Manfredi added that the Township has moved away from providing a list of recommendations, and who would be performing inspections would depend greatly on what is included in the inspection.

Commissioner Bowman shared concern about anyone living in such squalor conditions. One remedy would be to go before the District Justice informing of the violations. He is willing to examine proposed ordinance but expressed concern about it.

Commissioner Schreiber questioned whether this ordinance would be for single-family homes being rented as a home or apartments, and not for apartment buildings.

Commissioner Thompson replied this would apply to both single-family residential dwellings as well as multifamily residential dwellings within the Township. Conshohocken's ordinance indicated multifamily units to be inspected annually and single-family dwellings inspected biannually.

Commissioner Brodsky suggested drafting a statement of legislative intent and circulate it in a memo to the entire Board as well as intended scope and definition of proposed ordinance prior to or concurrent with the committee meeting.

Commissioner Thompson agreed.

Vice President Hecker made a MOTION, seconded by Commissioner Thompson to remand Item BOC-02-121020 back to the Land Use Committee meeting in December, and following discussion, bring it back before the Committee of the Whole who would then make the determination about moving it forward to the Board of Commissioners.

MOTION was ADOPTED 15-0.

Item BOC-03-121020 – Discuss and consider a resolution authorizing the Township Manager to enter into Encroachment agreements:

Commissioner Thompson said this item is a result of stormwater improvements made at Hamel and Monroe Avenues. It was realized that there are Township-dedicated plots existing over stormwater management lines, and these plots are generally undedicated; however, from time-to-time, they are utilized by residents living adjacent to them, and during discussion with a resident about repairs to their fence, this topic came up.

We are seeking a resolution that would formally memorialize the terms and conditions by which the Township allows an entity or individual resident to enter upon Township property and sets forth conditions that they must abide by. This resolution will establish a boilerplate agreement that could be tailored to suit individual concerns while protecting the Township's interest. If an adjoining property owner wants to make use of Township's property directly adjacent to theirs sitting on top of stormwater infrastructure, they may do so, but conditions would be established to protect the Township.

Manager Manfredi added the resolution outlines that this would be an administrative function and sets forth the parameters, so the Board is informed of those conditions.

Commissioner Thompson continued that the intent is to refer this item back to the Land Use Committee for further vetting next month.

Commissioner Myers questioned whether this resolution has already been written.

Manager Manfredi replied yes. He had requested that the proposed resolution be prepared for the Board to review prior to any consideration.

Commissioner Myers questioned whether this is a large or small issue and expressed concern about over-legislating. What is a prime example?

Commissioner Thompson replied this is an occasional issue in Ward 6. The Township has several existing plots over stormwater management infrastructure, and in one case, a resident has adopted the land and created spectacular landscaping on it, and should the Township have a need to enter onto that land to maintain and dig up those pipes, then the planters would be destroyed. The goal is so that if a resident chooses to do that in the future that the Township is not responsible for replacing any personal property applied to Township-owned land.

Commissioner Myers continued that if it is Township-owned land, and if something needs to be done, that should be understood.

Manager Manfredi replied the intent is not to regulate. It is an agreement to allow encroachment on Township-owned property, and if any improvements are made, it will be maintained by the resident at their cost.

Commissioner Myers expressed concern about going in a direction of over-legislating for a few incidents.

Commissioner Rothman said he understands the concept of over-regulation; however, from a legal perspective having something like this would be beneficial in protecting the Township, and he supports it.

Commissioner Carswell said as the committee takes on drafting a sample agreement, we need to look elsewhere in the Township that this might apply to.

Manager Manfredi clarified that a resident wanted to make improvements on Township-owned property, so he contacted Township Solicitor for guidance and suggested was to have this discussion and draft a resolution so the Board would be aware of what authority they would be granting and when he would exercise that authority administratively. Any future situations would be on a case-by-case basis and apply standards set forth by the Board of Commissioners.

President Spiegelman said he understands Commissioner Myers' point regarding over-regulating; however, in general and in this case, this is exactly what the Committee of the Whole is for, and he supports sending this item to the Land Use Committee for a more rigorous analysis.

Commissioner Bole said he also supports sending this item back to the Land Use Committee. It is important to measure the potential volume across the Township because it gives the Board assurance that this has a broader application and data around it, and we need to be mindful of that. The Land Use Committee will need to review the encroachment agreement to determine whether it strikes the right balance between flexibility and specificity as it seems to be too opened-ended; however, the provision that says, “No permanent structures shall be placed on Township property,” is critically important and he agrees that it could be helpful to have this in place for the protection of the Township.

Commissioner Brodsky said encroachment agreements are generally between property owners as they are an intent to resolve property disputes. Is it the intent of this proposed encroachment agreement to limit in scope encroachment between Township and private property owners or broadly enforced for the entire Township between all property owners, and there is the question of cost to survey the property to determine whether or not there is an actual encroachment, and if that is the case, who is responsible for that cost?

Solicitor Clarke replied this is only when a private property owner is encroaching on Township-owned property. It is not for a situation where two private property owners dispute over property lines.

Manager Manfredi added that if a property owner encroaches on Township-owned property, and a survey is required, they would need to pay for it.

Commissioner Thompson said the agreement will be between the property owner and Township on a case-by-case basis, and if there was a demand by the property owner for a survey to establish property lines, the property owner would pay for the cost of the survey or the Township would deny the agreement altogether.

Commissioner Winegrad clarified that there would be no consideration of any money exchanged between the Township and property owner. Is that correct?

Manager Manfredi replied that is correct. This agreement is because he did not feel he has the authority to approve residents making improvements on the Township’s property, and he is requesting that authority be granted with conditions and for the Board to establish criteria of conditions.

Commissioner Bowman agreed that this is a good idea for the Manager Manfredi to have at his disposal.

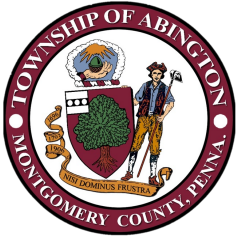
Vice President Hecker made a MOTION, seconded by Commissioner Thompson to remand that Item BOC-03-121020, a resolution authorizing Township Manager to enter into encroachment agreements back to the Land Use Committee for further deliberation, and once the committee is finished with it, it will move forward to the full Board of Commissioners for consideration and vote.

MOTION was ADOPTED 15-0.

ADJOURNMENT: 8:41 p.m.

Respectfully submitted,

Liz Vile, Minutes Secretary



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

December 10, 2020

DATE

Administration

DEPARTMENT

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000

Yes No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes No

AGENDA ITEM:

Release of Cash Escrow for Crest Commons, LLC, LD-19-06, 2907 Jefferson Avenue, Glenside, PA

EXECUTIVE SUMMARY:

The Land Development project work has been satisfactorily completed and the developer is requesting to close their cash escrow account. There are no outstanding punchlist items. No improvements are offered for dedication nor is a Maintenance Bond required.

PREVIOUS BOARD ACTIONS:

Land Development application LD-19-06 was approved by the Board of Commissioners on September 12, 2019.

RECOMMENDED BOARD ACTIONS:

Consider authorizing the release of the performance security (escrow release) for Crest Commons, LLC and authorize the Township Manager to sign accordingly.



Township of Abington

John L. Spiegelman, President
Thomas Hecker, Vice President

Richard J. Manfredi, Manager
Jay W. Blumenthal, Treasurer

November 16, 2020

Richard J. Manfredi, Township Manager
Township of Abington
1176 Old York Road
Abington, PA 19001

RE: REDUCTION OF CASH ESCROW #2 - FINAL
CREST COMMONS, LLC
2907 JEFFERSON AVENUE LAND DEVELOPMENT PROJECT

Dear Mr. Manfredi:

The Applicant, Crest Commons, LLC has completed all work associated with the above referenced project. Based on our review, the Township will authorize the return of the remaining \$3,140.05 from the cash escrow posted with the Township and as outlined in the attached certification.

Sincerely,

Amy Riddle Montgomery, P.E.
Director of Engineering/Township Engineer

On behalf of the Developer:

On behalf of the Township:

By: _____

By: _____

Name: Thomas Calhoun

Richard J. Manfredi, Township Manager

Title: owner / member

Dated: 11-9-2020

Dated: _____

CONSTRUCTION COST & QUANTITY ESTIMATE
 2907 JEFFERSON AVENUE
 PROJECT NO. 1926009R
 ABERGTON TOWNSHIP, MONTGOMERY COUNTY, PA

RELEASE NO.: 2
 RELEASE DATE: November 16, 2020

Revised: October 29, 2019
 October 8, 2019

AMOUNT ESCROWED \$ 34,540.55

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE		PERCENT COMPLETE
				QUANTITY	COST	QUANTITY	COST	
I. EROSION AND SEDIMENTATION CONTROLS								
** A. Construction Entrance	1 EA	\$ 575.00	\$ 575.00		\$ -	1	\$ 575.00	100%
** B. 12" Compost Filter Sock	200 LF	\$ 3.60	\$ 720.00		\$ -	200	\$ 720.00	100%
** C. Tree Protection Fence	1 LS	\$ 240.00	\$ 240.00		\$ -	1	\$ 240.00	100%
* D. Inlet Protection	4 EA	\$ 110.00	\$ 440.00		\$ -	4	\$ 440.00	100%
** E. Concrete Wash Area	1 EA	\$ 250.00	\$ 250.00		\$ -	1	\$ 250.00	100%
	SUBTOTAL ITEM I:		\$ 2,225.00		\$ -		\$ 2,225.00	
II. DEMOLITION								
A. Remove Existing Paved Driveway	1 LS	\$ 400.00	\$ 400.00		\$ -	1	\$ 400.00	100%
	SUBTOTAL ITEM II:		\$ 400.00		\$ -		\$ 400.00	
III. SITE GRADING AND EXCAVATION								
** A. Strip & Stockpile Topsoil	2,420 SY	\$ 1.00	\$ 2,420.00		\$ -	2,420	\$ 2,420.00	100%
** B. Respread Topsoil, Grade, Seed, Mulch	1,960 SY	\$ 1.00	\$ 1,960.00		\$ -	1,960	\$ 1,960.00	100%
	SUBTOTAL ITEM III:		\$ 4,380.00		\$ -		\$ 4,380.00	
IV. STORMWATER MANAGEMENT								
** A. Seepage Pit with Two (2) Yard Inlets and Piping	1 LS	\$ 6,500.00	\$ 6,500.00		\$ -	1	\$ 6,500.00	100%
	SUBTOTAL ITEM IV:		\$ 6,500.00		\$ -		\$ 6,500.00	
V. SANITARY SEWER SERVICE								
** A. 4" DJP Sanitary Sewer Lateral, Cleanouts, and Tap	161 LF	\$ 52.50	\$ 8,452.50		\$ -	161	\$ 8,452.50	100%
	SUBTOTAL ITEM V:		\$ 8,452.50		\$ -		\$ 8,452.50	
VI. CONCRETE AND PAVEMENT								
** A. Remove and Replace Concrete Sidewalk	40 SF	\$ 12.00	\$ 480.00		\$ -	40	\$ 480.00	0%
** B. Remove & Replace Conc Curb & Install Dwy Apron	40 SF	\$ 16.00	\$ 640.00		\$ -	40	\$ 640.00	0%
** C. Driveway Pavement								
1. 1" Wearing Course	64 SY	\$ 10.50	\$ 672.00		\$ -	64	\$ 672.00	0%
2. 2" Binder Course	64 SY	\$ 22.00	\$ 1,408.00		\$ -	64	\$ 1,408.00	0%
3. 4" Stone	64 SY	\$ 12.00	\$ 768.00		\$ -	64	\$ 768.00	0%
	SUBTOTAL ITEM VI:		\$ 3,968.00		\$ -		\$ 3,968.00	

CONSTRUCTION COST & QUANTITY ESTIMATE
 2907 JEFFERSON AVENUE
 PROJECT NO. 1926009R
 ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA

RELEASE NO.: 2
 RELEASE DATE: November 16, 2020

Revised: October 29, 2019
 October 8, 2019

AMOUNT ESCROWED \$ 34,540.55

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE		PERCENT COMPLETE
				QUANTITY	COST	QUANTITY	COST	
VII. LANDSCAPING								
** A. Street Trees	4 EA	\$ 250.00	\$ 1,000.00		\$ -	4	\$ 1,000.00	100%
** B. Replacement Trees	6 EA	\$ 250.00	\$ 1,500.00		\$ -	6	\$ 1,500.00	100%
	SUBTOTAL ITEM VII: \$ 2,500.00				\$ -		\$ 2,500.00	
VIII. MISCELLANEOUS								
** A. As-Built Survey & Plan	1 LS	\$ 2,500.00	\$ 2,500.00		\$ -	1	\$ 2,500.00	100%
** B. Survey Pins & Monuments	1 LS	\$ 475.00	\$ 475.00		\$ -	1	\$ 475.00	100%
	SUBTOTAL ITEM VIII: \$ 2,975.00				\$ -		\$ 2,975.00	
	SUBTOTAL ITEMS I-VIII: \$ 31,400.50				\$ -		\$ 31,400.50	
IX. CONTINGENCY (10%)					\$ 3,140.05		\$ 3,140.05	
TOTAL ESCROW: \$ 34,540.55					\$ 3,140.05		\$ 34,540.55	

- * Line Item Added
- ** Unit Cost Adjusted
- *** Quantity Adjusted
- **** Unit Cost & Quantity Adjusted

TOTAL ORIGINAL FINANCIAL SECURITY	\$ 34,540.55
TOTAL VALUE OF WORK CONSTRUCTED	\$ 34,540.55
LESS RETAINAGE (0%)	0.00
NET AMOUNT	\$ 34,540.55
LESS AMOUNT PREVIOUSLY RELEASED	31,400.50
AMOUNT RECOMMENDED FOR RELEASE	\$ 3,140.05

[Signature]
 APPROVED

11/16/2020
 DATE



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

December 10, 2020

DATE

Community Development

DEPARTMENT

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

205 North Hills Avenue Municipal Lien Subordination Request

EXECUTIVE SUMMARY:

There is a municipal lien on the property at 205 North Hills Avenue. This property is part of the Community Development Rental Rehab Program. The Township received a request from a real estate broker representing the seller of this property. The municipal lien on the property is for \$33,006.00 in the name of the deceased father. One of the siblings is the seller and is paying all of her sister's closing costs which is approximately \$45,000. The family would like to make this house affordable again and is asking if the Township will subordinate the lien to make it possible for one of the siblings to purchase this home.

PREVIOUS BOARD ACTIONS:

This home was enrolled in the Community Development Rental Rehab Program in 2004.

RECOMMENDED BOARD ACTIONS:

Consider approving the request for the Township to subordinate the municipal lien under the Community Development Home Program for 205 North Hills Avenue.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA
CIVIL DIVISION - LAW

TOWNSHIP OF ABINGTON	:	Municipal Lien Sur
1176 Old York Road	:	Owner-Occupied Residential
Abington, PA 19001	:	Rehabilitation Grant/Loan
	:	
v.	:	
	:	
LUTHER WATTS	:	
205 North Hills Avenue	:	
North Hills, PA 19038	:	
	:	
	:	
	:	

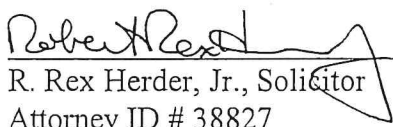
No. 06-00454

MUNICIPAL LIEN

Location of Property:	205 North Hills Avenue North Hills, PA 19038
Mailing Address:	205 North Hills Avenue North Hills, PA 19038
Description of Property:	Residential, single-family detached dwelling
Tax Parcel No.:	30-00-46560-003
Amount Owed:	\$33,006.00
Penalty:	
Interest:	_____
Total:	\$33,006.00

OFFICE OF THE
PROTHONOTARY,
MONTGOMERY COUNTY, PA
06 JAN 11 AM 11:58

Date: January 2, 2005


 R. Rex Herder, Jr., Solicitor
 Attorney ID # 38827
 BRESNAN & HERDER
 311 Lindenwold Avenue
 Ambler, PA 19002
 (215) 646-4440



James H. Ring, President
Burton T. Conway, Manager

1176 Old York Road, Abington, PA 19001, www.abington.org, 267-536-1000, Fax 215-884-8271

October 19, 2005

Prothonotary Office
Montgomery County Courthouse
Airy and Swede Streets
Norristown, PA 19404

Dear Sir/Madam:

I am enclosing seven (7) documents, each to be file with a Construction Lien. Also, I have enclosed a check for \$217.00 (31.00 per lien x 7).

1. \$13,841.51 Berner, 1253 East Avenue, Roslyn, PA 19001
2. \$29,717.15 Biase, 2328 Weldon Avenue, Glenside, PA 19038
3. \$34,303.49 Cary, 1618 Fairview Avenue, Willow Grove, PA 19090
4. \$34,797.00 Giantomaso, 1069 Arbuta Road Abington, PA 19001
5. \$25,728.00 Horlick, 1535 Birchwood Avenue, Roslyn, PA 19001
6. \$45,120.00 Long, 2116 Curtis Avenue, Abington, PA 19001
7. \$33,006.00 Watts, 205 North Hills Avenue, North Hills, PA 19038

Please file these documents and return the signed form to me in the enclosed envelope.

Thank you for your cooperation.

Sincerely,

Carol Hack, Admin. Assistant
Community Development



James H. Ring, President
Burton T. Conway, Manager

1176 Old York Road, Abington, PA 19001, www.abington.org, 267-536-1000, Fax 215-884-8271

October 19, 2005

Mr. Rex Herder, Esq.
311 Lindenwold Avenue
Ambler, PA 19002

Dear Mr. Herder:

I am forwarding seven (7) Municipal Liens to be filed with the Prothonatary's Office. Please file these liens as soon as possible and return the signed form to me in the enclosed envelope.

- | | | |
|----|-------------|--|
| 1. | \$13,841.51 | Berner, 1253 East Avenue, Roslyn, PA 19001 |
| 2. | \$29,717.15 | Biase, 2328 Weldon Avenue, Glenside, PA 19038 |
| 3. | \$34,303.49 | Cary, 1618 Fairview Avenue, Willow Grove, PA 19090 |
| 4. | \$34,797.00 | Giantomaso, 1069 Arbuta Road Abington, PA 19001 |
| 5. | \$25,728.00 | Horlick, 1535 Birchwood Avenue, Roslyn, PA 19001 |
| 6. | \$45,120.00 | Long, 2116 Curtis Avenue, Abington, PA 19001 |
| 7. | \$33,006.00 | Watts, 205 North Hills Avenue, North Hills, PA 19038 |

I am enclosing a check for \$217.00 (\$31.00 x 7) (I believe the amount is now \$31.00 per Municipal Lien).

Thank you for your help.

Sincerely,

Carol Hack
Community Development

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA
CIVIL DIVISION - LAW

TOWNSHIP OF ABINGTON	:	Municipal Lien Sur
1176 Old York Road	:	(Owner-Occupied Residential
Abington, PA 19001	:	Rehabilitation Grant and Loan)
	:	
V.	:	
	:	
Luther Watts	:	No.
205 North Hills Avenue	:	
North Hills, PA 19038	:	

MUNICIPAL LIEN

Location of Property: 205 North Hills Avenue
North Hills, PA 19038

Mailing Address: 205 North Hills Avenue
North Hills, PA 19038

Description of Property: Single-Family Dwelling

Tax Parcel No.: 300046560003

Amount Owed: \$33,006.00

Penalty:

Interest:

Total: \$33,006.00

Date: _____

R. Rex Herder, Jr., Solicitor
Attorney ID# 38827
ACTON, HERDER & BRESNAN
311 Lindenwold Avenue
Ambler, PA 19002
(215) 646-4440

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

By and Between

THE TOWNSHIP OF ABINGTON

and

Luther Watts

This AGREEMENT, entered into on the 8th day of April, 2004 by and between the **TOWNSHIP OF ABINGTON, PENNSYLVANIA** (hereinafter called "**GRANTOR**"), and Luther Watts, an individual, partnership, corporation (hereinafter called "**GRANTEE**"),

WITNESSETH THAT:

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

WHEREAS, the **GRANTOR** has established policies and procedures for implementation of a Owner/Occupied Rehabilitation Grant or Grant and 0%-Interest Loan Program (hereinafter called "Program") which is designed to provide for the equitable distribution of housing rehabilitation funds to residents of Abington Township of low/very low incomes who: (1) own and occupy single-family homes for not less than two (2) years within Abington Township, and (2) which do not comply with the Code of the Township of Abington (BOCA); and

WHEREAS, the **GRANTOR's** Program may be used for rehabilitation costs necessary to make these single-family homes conform to the Code of the Township of Abington (BOCA); and

WHEREAS, **GRANTEE** is owner of and occupies that certain single-family residence located at 205 North Hills Avenue, North Hills, PA 19038 (hereinafter called "Property") and wishes to participate in the **GRANTOR's** Program; and

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

September, 2002

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

1. a. In consideration of the **GRANTOR's** using public funds to provide a Grant or a combination of Grant and 0%-Interest Loan to **GRANTEE** in order to subsidize the cost of eligible activities relating to and approved by the **GRANTOR**, **GRANTEE** shall be obligated to incur costs for improvements required to bring the Property into compliance with the Code of the Township of Abington (BOCA). Failure to make the necessary repairs in order to comply with BOCA Code will result in the total amount of the grant (up to \$15,000), the total amount of the loan, and the total amount of any lead-based paint-related costs becoming payable and due immediately. Smoke detectors must be installed. All improvements shall be the responsibility of the **GRANTEE**, must be attached physically to the property and permanent in nature, and shall remain on the Property at the termination of this Agreement.
- b. The cost of the rehabilitation work shall be funded by a maximum grant of \$15,000. Any work that exceeds the \$15,000 grant but is necessary to make the Property conform with Abington Township's Code Standards (BOCA) shall be funded in the form of a 0%-Interest Loan.
2. a. The **GRANTEE** may repay in full the 0%-Interest Loan at any time.
- b. The **GRANTEE** hereby agrees and consents to the creation and imposition of a Lien upon the Property for the benefit of the **GRANTOR**, subject to the terms and conditions set forth in the Owner/Occupied Rehabilitation Lien, a copy of which is attached hereto and made a part hereof. The amount of such Lien shall not exceed the total amount of the 0% Interest Loan. At the time the full amount of the 0% Interest Loan is repaid, **GRANTEE** shall be entitled to a release and satisfaction of the Lien upon the Property.
- c. If the **GRANTEE** chooses not to repay the 0%-Interest Loan, the entire outstanding balance due on the Loan shall immediately become due and payable to the Township of Abington upon the sale or transfer of title to the Property. The repayment obligation of the **GRANTEE** shall come out of the proceeds of the sales transaction.
3. a. The **GRANTEE** understands that this Grant or Grant and 0%-Interest Loan is being made by the **GRANTOR** on the basis that the Property to be rehabilitated is owner-occupied by residents of low/very low income. The **GRANTEE's** gross household income (excluding that of full-time students up to age 23) may not exceed the following income limits for the Philadelphia PMSA:

Household Size	Income Limits
1 person	\$ 38,200.00
2 persons	43,650.00
3 persons	49,100.00
4 persons	54,550.00
5 persons	58,900.00
6 persons	63,300.00
7 persons	67,650.00
8+ persons	72,000.00

- b. The **GRANTEE** has provided the **GRANTOR** with, at the time of the execution of this Agreement, proof of all earned income, which includes any income earned or any changes in the **GRANTEE's** financial status that may occur between the time of the **GRANTEE's** qualification for participation in the Owner-Occupied Rehabilitation Program and the actual execution of this Agreement. Earned income is defined as current combined incomes, before deductions, for all wage earners in the household over 18 years old (excluding full-time students up to age 23); regular contributions and gifts; alimony and child support; income from a business (gross income less expenses); earned income tax credits; income from welfare assistance; periodic payments (Social Security, pensions, etc.); and income from assets (actual income, if total assets are \$5,000 or less, or if the assets are more than \$5,000, the greater of the actual income from assets or the total assets X passbook rate of 2.72%). Assets include:
1. amounts in savings and checking accounts;
 2. stocks, bonds, savings certificates, money market funds and other investment accounts;
 3. equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset;
 4. the cash value of trusts that are available to the household;
 5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty;
 6. contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment;

7. assets which, although owned by more than one person, allow unrestricted access by the applicant;
8. lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims;
9. personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.;
10. cash value of life insurance policies;
11. assets disposed of for less than fair market value during two years preceding certification or recertification.

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

- | | | |
|------------------------|-----|---|
| 1. S.S.I. payments | 11 | evidence of monthly mortgage responsibilities |
| 2. Disability payments | | |
| 3. W-2 Form | 12. | cash value of life insurance policies |
| 4. 1040 Form | 13. | evidence of pension payments |
| 5. all federal returns | 14. | evidence of welfare assistance |
| 6. 1099 Miscellaneous | 15. | actual and imputed income from assets |
| 7. 1099 Div. | | |
| 8. 1099 Int. | 16. | evidence of child support and/or alimony |
| 9. bank statements | | |
| 10. State income tax | | |

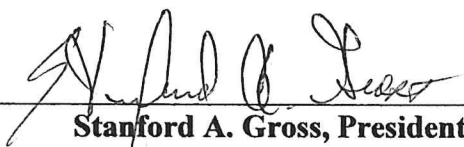
- c. The **GRANTEE** must be the owner of record of the Property and must occupy it as the owner of record as his/her primary residence for not less than two (2) years prior to making application for assistance under the Owner/Occupied Rehabilitation Program.
4.
 - a. After rehabilitation, the **GRANTEE** agrees not to sell the property and must occupy the dwelling as his/her primary residence for a period of no less than five years. Failure to do so will result in the total amount of the grant (up to \$15,000), the total amount of the loan, and the total amount of any lead-based paint-related costs becoming payable and due at settlement, unless the homeowner can prove in writing that a hardship exists and that selling the property is the only recourse. A decision on the extent of the hardship will be made by the Township's Community Development Office.
 - b. If the **GRANTEE** sells or transfers title to (including in the event of the death of the **GRANTEE**) his/her/their Property to other than the issue (child/children) of the

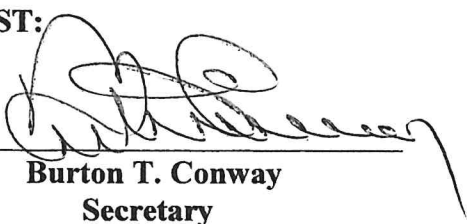
10. The **GRANTEE** agrees to provide, maintain and deliver to the **GRANTOR** on the anniversary date of the execution of the Owner/Occupied Rehabilitation Program Grant and 0%-Interest Loan Agreement, and thereafter on a yearly basis and/or by request for the duration of the lien, evidence of fire, flood (if applicable), and extended coverage insurance satisfactory to the **GRANTOR**, in the order and amount sufficient to permit repair or replacement of the Property, but in no event less than \$43,946.00.
11. The **GRANTEE** agrees to pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency, and shall not permit any liens to be imposed on the Property by reason of any delinquency.
12. The **GRANTEE, OR THE EXECUTOR IN THE EVENT OF THE DEATH OF THE GRANTEE**, shall promptly notify the **GRANTOR** of any change in the **GRANTEE's** name and address.
13. The **GRANTEE** understands and agrees that the Owner/Occupied Rehabilitation Grant or Owner/Occupied Grant and 0%-Interest Loan are being made by the **GRANTOR** to **GRANTEE** to affect the **GRANTEE's** Property in accordance with the rehabilitation work write-up attached to this Agreement and made a part hereof. The **GRANTEE** may not add any items or delete any items from the work write-up without consent of the Township. The cost of any additional work or upgraded materials not specified in the work write-up or in extras to the work write-up shall be borne by the **GRANTEE**.
14. The **GRANTEE** agrees to any extra work and materials not specified in the work write-up but necessary to make the **GRANTEE's** Property conform to BOCA Code. These extras will be determined by the Township's rehabilitation specialist and will be discussed with the **GRANTEE**. Failure to agree to necessary extras will result in all work ceasing immediately and will render all rehabilitation agreements null and void. The homeowner will be charged for all rehabilitation work (including lead-based paint charges) completed at the time of the homeowner's refusal to the necessary extras.
15. This Agreement shall not be assigned or transferred by the **GRANTEE** to other than the issue of the **GRANTEE**.
16. This Agreement shall bind the respective successors and assigns of the parties hereto.
17. The **GRANTEE** understands and agrees that under no circumstances will **GRANTOR** agree to subordinate **GRANTOR'S** lien to any new financing on the property, unless the fair market value of the property, as determined in the sole discretion of the **GRANTOR**, exceeds the sum of all debt on the property by at least twenty-five percent (25%).

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

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

TOWNSHIP OF ABINGTON

By: 
Stanford A. Gross, President
Board of Commissioners

ATTEST: 
Burton T. Conway
Secretary

X Luth B Wath
Grantee

4/8/04
Date

AGREEMENT

Agreement made this 8th day of April, 2004, by and between

Luther Watts, 205 March Hill Ave. (hereinafter "the Owner") and
March Hill, PA 19038

Hammerlingged 540 Rolling Glen Dr. (hereinafter "the Contractor")
Hersham, PA 19044

WHEREAS, Abington Township receives Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development; and

WHEREAS, the Owner(s) desire(s) to obtain these funds for the purpose of rehabilitating his/her/their property at 205 March Hill Ave.
March Hill, PA 19038; and

WHEREAS, the Contractor warrants that he is qualified to perform the work specified herein; and

WHEREAS, certain funds to accomplish the rehabilitation are allocated by the Township of Abington (hereinafter "the Township").

NOW, THEREFORE, the Owner(s) and Contractor, intending to be legally bound hereby, agree as follows:

1. Contractor agrees, for the sum of Forty three thousand,
none hundred forty six⁰⁰ to perform in a good, workmanlike, and timely manner the renovations indicated and specified in the description of Materials and Labor in the Work Write-Up attached hereto as "Exhibit A" and made a part hereof by reference.
2. The Owner(s) hereby accept(s) the proposal by Contractor for the above price.
3. Contractor shall commence work only upon receipt of a written order to proceed from the Owner(s).
4. Contractor shall commence work after receipt of the order to proceed and shall satisfactorily complete the work herein specified after receipt of order to proceed.

5. Work is to be completed by the contractor within 90 days following the abatement/hazardous reduction of lead-based paint, (if applicable). If for reasons beyond the Contractor's control, the Contractor cannot complete the work specified in the original write-up within the 90-day period, the Contractor must request an extension with an explanation. This extension may not exceed 60 days and may be granted only with the approval of the Township and the homeowner.
6. The Contractor shall:
 - A. Furnish evidence of comprehensive general liability insurance including manufacturers and contractors liability and completed operations coverage protecting the owner for not less than:
 - 1) \$100,000/\$300,000 in the event of bodily injury, including death.
 - 2) No less than \$50,000 in the event of property damage.Furnish evidence of automobile liability coverage with non-ownership endorsement protecting the Owner for not less than:
 - 1) \$100,000/\$300,000 in the event of bodily injury, including death.
 - 2) No less than \$50,000 in the event of property damage.Furnish evidence of workmen's compensation coverage.
 - B. Obtain all permits and licenses necessary for the completion and execution of the work to be performed.
 - C. Carry during the life of the Contract Contractual Liability Insurance to protect and hold harmless the owner in accordance with Section 6A of this Agreement.
 - D. Perform all work in conformance with applicable local codes and requirements, whether or not covered by the Work Write-up.
 - E. Keep the premises broom clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless otherwise specified.
 - F. Not assign the Agreement without written consent of the Owner and approval by the Township. The request for assignment must be addressed to the address of the homeowner shown in the second paragraph on page

one of this Agreement.

- G. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the Agreement. Roofing materials shall be guaranteed for two years. Furthermore, furnish the Owner(s), in care of the Township, with all manufacturers' and suppliers' written guarantees and warrants covering materials and equipment furnished under the Contract.
 - H. Permit the Township or its designee to examine and inspect the rehabilitation work.
 - I. Not use lead-based paint materials on interior or exterior surfaces.
7. The Owners(s) shall:
- A. Not permit or request any changes to the Agreement, Work Write-up or Plans without approval of the Township. The homeowner must agree to any additional work which represents BOCA Code compliance issues that are not specified in the Work Write-Up.
 - B. Cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture as necessary.
 - C. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work.
 - D. Carry fire insurance and flood insurance (if warranted) in the full amount of contract, to protect himself and the Contractor.
 - E. **Not attempt to alter the Work Write-Up in any way or attempt to coerce the Contractor into providing services and/or materials not specified in the Work Write-Up. All extra services and/or work must be approved by the Township. Any such attempts to alter the Work Write-Up or to coerce the Contractor shall render all rehabilitation agreements null and void. All work will cease immediately.**
 - F. **Permit the Contractor and the Township access to the property to inspect the work. Refusal to permit such inspection will render all rehabilitation agreements null and void. All work will cease immediately.**
8. No officer, employee, or member of the governing body of the Township who exercises any functions or responsibilities in connection with the carrying out of this project to which this Agreement pertains shall have any private interest, direct or indirect, in the Agreement.

9. Should any dispute arise with respect to the true construction or meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the Owners(s), and if the manner of its estimation is not herein otherwise provided for, the same shall be determined in the following manner: The Owner(s) may request a hearing before the Township. Such request must be in writing and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing. An arbitration committee consisting of two Township administrative officials and one person mutually agreed upon by the owner and the contractor will convene and the ultimate decision will rest with the arbitration committee with no further recourse on the part of the property owner.
10. The Contractor will be paid the contract price in one lump sum amount after the work is inspected for satisfactory completion in accordance with the Work Write-up. If payment is to be made in progress payments, the Contractor may submit an invoice for a percentage of the contract amount, provided that not less than 25% of the work is completed and that the request for payment is not less than 25% of the contract amount. The Township will endeavor to make payments to the Contractor within 30 days after the Township accepts the work as completed and in accordance with the Work Write-up. Final payment on the Contract will be made only after final inspection and acceptance of all the work by both the homeowner and the Township.
11. If the Contractor is unable to complete any portion of the work due to inclement weather, lack of material caused by strikes beyond his control, or delays in receiving materials, an extension to the completion date may be given by the Township of up to 30 days.
12. For the consideration named therein, the Contractor proposes to furnish all material and do all the work described in, and in accordance with, the Agreement, for the lump sum price of \$ 43,946.00.
13. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials (unless the delay is beyond his control), or if he should fail to make prompt payments to subcontractors for material or labor, or persistently disregard the law and ordinances of the municipality wherein the property is being erected, or otherwise be guilty of substantial violation of any provision of this Contract, then the Owner(s) may, with the concurrence of the Township, without prejudice to any other right or remedy and after giving the Contractor ten days written notice mailed to his last known address, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever methods he/she/they may deem expedient. In such case, the Contractor shall not be entitled to receive any further payments that

may be due until the work is finished. If the unpaid balance of the contract price shall not exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such balance shall be paid to the Contractor who completes the work. Should the Owner(s) complete the work, he/she/they may be compensated for materials only, and not for labor. If such expense to complete the work shall exceed such unpaid balance, the original Contractor shall pay the difference to the Owner.

- 14. The Owner(s) accept(s) the Bid and Proposal and will pay the Contractor for performance of this Agreement the sum of Forty three thousand nine hundred forty six ⁰⁰ Dollars (\$ 43,946.00). This Agreement embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or inure to the benefit of any of the parties.
- 15. The Owner(s) and the Contractor agree to hold and save harmless the Township from any and all loss, cost or damage of every kind, nature or description arising under this Contract or from any source whatsoever.
- 16. This Agreement shall include the General Conditions, Bid and Proposal, and Work Write-up attached hereto and incorporated herein by reference.

(Owners(s) name and address)

Zuthe Natta
205 North Hill Ave.
North Hill, PA
19038

Page 1 through 8, dated 2.12.2003 2003, and included herein. This Agreement becomes effective and binding upon the Contractor when accepted by the Owner(s) by signature in the space provided for acceptance by the Owner(s).

Hamilton Remodeling
Name of Contractor

Luther B Watts
Name of Homeowner(s)

Hamilton Remodeling Co
Signature of Contractor (SEAL)
(Where the Contractor is incorporated, an officer of the corporation must sign.)

X Luther B Watts

X _____

Title (if officer of corporation)

540 Rolling Glen Dr.
Husham, PA 19044
Address of Contractor

205 North Hill Ave.
North Hill, PA 19038
Address of Homeowner(s)

4. 8. 2004
Date

4. 8. 2004
Date

Carol Hack
Witnessed by

Carol Hack
Witnessed by

PENALTY CLAUSE

I HAVE READ THE AGREEMENT IN ITS ENTIRETY, AND VERIFY THAT IT IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE.

U.S.C. Title 18, Sec. 1001 provides: Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain false, fictitious or fraudulent statement or entry, shall not be fined more than \$10,000.00 or imprisonment of not more than five years, or both.

Luther B Wath
Signature

Signature

4. 8. 2004
Date

Case Wath
Witness

4. 8. 2004
Date

**APPLICATION FOR REHABILITATION GRANT
 ABINGTON TOWNSHIP
 OWNER-OCCUPIED
 REHABILITATION PROGRAM**



Information contained herein shall be kept confidential and shall be used only for the purpose of determining eligibility for financial assistance.

Applicant's Name: Watts Luther B. Age 74
Last First Middle

Co-Applicant's Name: N/A Age _____
Last First Middle

Applicant's Address: 205 North Hills Ave. North Hills, PA 19038
Last First Middle Zip Code

Phone Number: (267) 487-7326
475-9147

Marital Status: () Widow or Widower () Separated () Divorced
 () Single () Married () Other

Name(s) and Age(s) of Dependent(s) N/A

Name(s) and Age(s) of other person (s) living at this address: N/A

DEPENDENTS OR OTHER HOUSEHOLD MEMBERS *

<u>N/A</u>			
Name	Relationship to Applicant(s)	Occupation	Social Security #
Employer's Name and Address		Number of Years	Salary
Name	Relationship to Applicant(s)	Occupation	Social Security #
Employer's Name and Address		Number of Years	Salary

EMPLOYMENT DATA OF APPLICANTS AND/OR OTHER HOUSEHOLD MEMBERS

<u>N/A</u>			
Applicant's Occupation	Employer's Name and Address	Number of Years	Salary
Part-Time Job	Employer's Name and Address	Number of Years	Salary
Co-Applicant's Occupation	Employer's Name and Address	Number of Years	Salary
Part-Time Job	Employer's Name and Address	Number of Years	Salary

*Note: This requested data applies to all wage-earners in the household over 18 years old (excluding full-time students up to age 23).

INCOME INFORMATION

1. Do you or does anyone in your household receive a pension?

Social Security Numbers

Applicant [REDACTED]
Co-Applicant N/A
Household member(s) N/A

Yes No
Applicant ✓ _____
Co-Applicant N/A _____
Household member(s) N/A _____

Monthly Pension Income

Source Pension income per Month
Applicant Borough of Jenkintown \$ 640.00
Co-Applicant N/A \$ N/A
Household Member(s) N/A \$ N/A

76,816.85
PEN.

2. Do you or does anyone in your household receive SSI payments?

If Yes, give monthly income from this source.

Yes No
Applicant _____ ✓ \$ _____
Co-Applicant N/A \$ _____
Household member(s) N/A \$ _____

3. Do you or does anyone in your household receive disability payments?

If Yes, give monthly income from this source.

Yes No
Applicant _____ ✓ \$ _____
Co-Applicant N/A \$ _____
Household member(s) N/A \$ _____

4. Do you or does anyone in your household receive Social Security payments?

If Yes, give monthly income from this source.

Yes No
Applicant ✓ _____ \$ 878.00
Co-Applicant _____ \$ _____
Household member(s) N/A \$ _____

SS
11,088.00

5. Do you or does anyone in your household receive child support?

If Yes, give monthly income from this source.

Yes No
Applicant _____ ✓ \$ _____
Co-Applicant _____ \$ _____
Household member(s) N/A \$ _____

6. Do you or does anyone in your household receive alimony?

If Yes, give monthly income from this source.

Yes No
Applicant _____ ✓ \$ _____
Co-Applicant _____ \$ _____
Household member(s) N/A \$ _____

7. Do you or does anyone in your household receive welfare payments?

If Yes, give monthly income from this source.

Yes No
Applicant _____ ✓ \$ _____
Co-Applicant _____ \$ _____
Household member(s) N/A \$ _____

8. Do you or does anyone in your household receive gifts and/or contributions on a regular basis?

	<u>Yes</u>	<u>No</u>
Applicant	_____	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	<u>N/A</u>	

If Yes, give monthly income from this source.

\$ _____
 \$ _____
 \$ _____

9. Do you or does anyone in your household own any other property(s) in addition to the address on the application? If yes, state address(es) and owner(s) of property(ies)

	<u>Yes</u>	<u>No</u>
Applicant	_____	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	<u>N/A</u>	

10. Do you or does anyone in your household own any Certificates of Deposits (CD's)? If yes, state value of all Certificates(s)

	<u>Yes</u>	<u>No</u>
Applicant	<u>\$4,549.91; \$6,069.30</u>	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	<u>N/A</u>	

11. Do you or does anyone in your household own any Money Markets? If yes, state value of all Certificates.

	<u>Yes</u>	<u>No</u>
Applicant	_____	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	_____	

Do you or does anyone in your household own any Stocks and/or Bonds? If yes, state value of all Certificates.

	<u>Yes</u>	<u>No</u>
Applicant	_____	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	<u>N/A</u>	

13. Do you or does anyone in your household own any Jewelry Collections? If yes, state value of the Collection.

	<u>Yes</u>	<u>No</u>
Applicant	_____	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	<u>N/A</u>	

14. Do you or does anyone in your household own an Antique Collection? If yes, state value of the Collection

	<u>Yes</u>	<u>No</u>
Applicant	_____	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	<u>N/A</u>	

15. Do you or does anyone in your household own any Antique Automobiles? If yes, state value of all Antique Automobiles.

	<u>Yes</u>	<u>No</u>
Applicant	_____	<input checked="" type="checkbox"/>
Co-Applicant	_____	_____
Household member(s)	<u>N/A</u>	

SPECIAL INFORMATION SHEET

1. Do you own any other properties, homes or parcels of land in or outside of Abington Township?

Yes

No

If yes, please explain what you own and where it's located: _____

a. What is the approximate value of this property, home or parcel of land? _____

2. Do you currently have any outstanding judgements or liens on the property you are residing in?

Yes

No

If yes, please indicate the amount of the outstanding judgement or lien _____

3. Do you currently have a mortgage on the home in which you reside or any other property which you may own?

Yes

No

If yes, please indicate the remaining balance of your mortgage _____

4. Do you currently have a Home Equity Loan on the home in which you reside or any other property you may own?

Yes

No

If yes, please indicate the remaining balance of the loan _____

Do you own or operate any type of business?

Yes

No

What type of business is it? _____

All of the above questions are pertinent and that along with the information on your application will help us to make a determination of your eligibility for the Owner-Occupied Rehabilitation Program of Abington Township.

IMPORTANT

Along with this application you must provide copies of your most recent 1040 Form and W-2 forms, and verification for all Income Information. Also provide, if applicable, a copy of 1099 MISC, or 1099 DIV and/or W-2P Forms.

PENALTY CLAUSE

I have read the Agreement in its entirety, and verify that it is true and accurate to my knowledge.

U.S.C. Title 18, Sec. 1001 provides: Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain false, fictitious or fraudulent statement or entry shall not be fined more than \$10,000.00 or imprisonment or not more than five years, or both.

Applicant's Signature: Luth B Wath

Co-Applicant's Signature: N/A

PLEASE RETURN THIS APPLICATION TO:

**Carol Hack
Abington Township Building
Community Development Office
1176 Old York Road
Abington, PA 19001
(267) 536-1000
ext. 1021**

COST APPROACH

Dwelling 1,080 Sq. Ft. @ \$ 72.00 = \$ 77,760
 Appliances, Patio, Deck, Shed = 10,000
 Garage/Carport Sq. Ft. @ \$ = 87,760
 Total Estimated Cost New = \$ 175,520
 Less 40 Physical Functional External Est. Remaining Econ. Life: 40
 Depreciation \$35,104 \$0 1,000 = \$ 36,104
 Depreciated Value of Improvements = \$ 51,656
 As-is Value of Site Improvements = \$ 10,000
INDICATED VALUE BY COST APPROACH = \$ 111,700

Cost factors as per Marshall Valuation Service, Section 12.
 Physical depreciation deducted on observed condition at time of inspection using age/life computations. External deduction applied for steady local traffic.

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SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
205 North Hills Avenue		249 Logan Avenue		125 Elm Avenue		2814 Spear Avenue	
Address North Hills		North Hills		North Hills		Ardsley	
Proximity to Subject		4 Blocks		6 Blocks		7 Blocks	
Sales Price	\$ n/a	\$ 124,000		\$ 142,500		\$ 120,000	
Price/Gross Liv. Area	\$ 0.00 /sq	\$ 130.25 /sq		\$ 154.22 /sq		\$ 144.23 /sq	
Data and/or Verification Sources	Inspection	MLS/Public Records		MLS/Public Records		MLS/Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
Sales or Financing Concessions		None	0	\$4,275 Seller Concession	-4,000	None	0
Date of Sale/Time	n/a	12/03	0	7/03	0	1/04	0
Location	Ave. (Traffic)	Sup. (No Traffic)	-1,000	Sup. (No Traffic)	-1,000	Sup. (No Traffic)	-1,000
Leasehold/Fee Simple	Fee Simple	Fee Simple	0	Fee Simple	0	Fee Simple	0
Site	6,703 sf	8,250 sf	-1,000	6,500 sf	0	6,970 sf	0
View	Average	Similar	0	Similar	0	Similar	0
Design and Appeal	Ranch/Average	Ranch/Average	0	Ranch/Average	0	Bungalow/Ave.	0
Quality of Construction	Average	Similar	0	Similar	0	Similar	0
Age	47 Years	49 Years	0	35 Years	0	58 Years	0
Condition	Average	Similar	0	Similar	0	Similar	0
Above Grade	Total Bdrms Baths	Total Bdrms Baths	+1,000	Total Bdrms Baths	+1,000	Total Bdrms Baths	+2,000
Room Count	6: 3: 1.00	5: 3: 1.00	0	5: 2: 1.00	0	4: 2: 1.00	0
Gross Living Area	1,080 Sq.Ft.	952 Sq.Ft.	+4,000	924 Sq.Ft.	+4,000	832 Sq.Ft.	+7,000
Basement & Finished Rooms Below Grade	None	Full, Unfinished	-5,000	Full, Unfinished	-5,000	Partial, Unfinished	-4,000
Functional Utility	Average	Similar	0	Similar	0	Similar	0
Heating/Cooling	FWA/None	FWA/None	0	FWA/Wall Units	0	FWA/None	0
Energy Efficient Items	Storm Windows	Storm Windows	0	Storm Windows	0	Storm Windows	0
Garage/Carport	None	None	0	1 Car	-4,000	None	0
Porch, Patio, Deck, Fireplace(s), etc.	Patio, Deck	None	+2,000	Porch	+1,000	None	+2,000
Fence, Pool, etc.	None	None	0	Fireplace	-2,000	None	0
Other:	Shed	None	0	None	0	None	0
Net Adj. (total)	None	None	0	None	0	None	0
Adjusted Sales Price of Comparable		Gross: 11.3% Net: 0.0%	\$ 124,000	Gross: 15.4% Net: -7.0%	\$ 132,500	Gross: 13.3% Net: 5.0%	\$ 126,000

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): Each comp is a similar vintage home which might be considered by an informed purchaser interested in the subject. Adjustments for incremental size are applied at \$30 per sq.ft. The Sale Price per Sq.Ft. is clearly defined and follows the principle of economies of scale as affected by degrees of modernization and secondary improvements. An active resale market appears to exist.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	Last sold in 11/64	Sold for 99% of its asking price in <2 months	Sold for its asking price in 7 days	Sold for 92% of its asking price in <2 months
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: None reported.				

INDICATED VALUE BY SALES COMPARISON APPROACH = \$ 125,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans and specifications.
 Conditions of Appraisal: This home is scheduled to be upgraded in the near future. Upon completion, appeal and marketability should be enhanced.

Final Reconciliation: The Sales Comparison Approach receives the greatest emphasis in the final value estimate. The appraised value contained herein applies to real estate only. No value is attributed to furnishings.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent on the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised _____).

NOTATION

ESTIMATED SITE VALUE:
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:

Dwelling	1,080 Sq. Ft. @ \$ 72.00	= \$ 77,760
Appliances, Patio, Deck, Shed		= 10,000
Garage/Carport		= 87,760
Total Estimated Cost New		= \$ 175,520
Less 10 Physical		
Depreciation	\$8,776	\$0
Functional		\$1,000
External		
Est. Remaining Econ. Life:		40
Depreciated Value of Improvements		= \$ 77,984
"As-is" Value of Site Improvements		= \$ 10,000
INDICATED VALUE BY COST APPROACH		= \$ 138,000

site value, square foot calculation of estimated remaining economic life of the property):
 Cost factors as per Marshall Valuation Service, Section 12.
 Physical depreciation deducted on observed condition at time of inspection using age/life computations. External deduction applied for steady local traffic.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
205 North Hills Avenue		501 Penn Avenue North Hills		623 Penn Avenue Ardsley		847 Tennis Avenue Ardsley	
Address	North Hills	4 Blocks		5 Blocks		7 Blocks	
Proximity to Subject		\$ 164,900		\$ 158,000		\$ 163,900	
Sales Price	\$ n/a	\$ 173.21 /sq ft		\$ 171.00 /sq ft		\$ 172.16 /sq ft	
Price/Gross Liv. Area	\$ 0.00 /sq ft						
Data and/or Verification Sources	Inspection	MLS/Public Records		MLS/Public Records		MLS/Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
Sales or Financing Concessions		None	0	Concession	-7,000	None	0
Date of Sale/Time	n/a	12/03		6/03	0	12/03	0
Location	Ave. (Traffic)	Sup. (No Traffic)	-1,000	Sup. (No Traffic)	-1,000	Sup. (No Traffic)	-1,000
Leasehold/Fee Simple	Fee Simple	Fee Simple	0	Fee Simple	0	Fee Simple	0
Site	6,703 sf	5,663 sf	0	6,000 sf	0	6,098 sf	0
View	Average	Similar	0	Similar	0	Similar	0
Design and Appeal	Ranch/Average	Ranch/Average	0	Ranch/Average	0	Ranch/Average	0
Quality of Construction	Average	Similar	0	Similar	0	Similar	0
Age	47 Years	49 Years	0	53 Years	0	49 Years	0
Condition	Good	Similar	0	Similar	0	Similar	0
Above Grade	Total Bdrms Baths	Total Bdrms Baths	+1,000	Total Bdrms Baths	+1,000	Total Bdrms Baths	+1,000
Room Count	6: 3: 1.00	5: 3: 1.00	0	5: 3: 1.00	0	5: 3: 1.00	0
Gross Living Area	1,080 Sq.Ft.	952 Sq.Ft.	+4,000	924 Sq.Ft.	+4,000	952 Sq.Ft.	+4,000
Basement & Finished Rooms Below Grade	None	Full, Unfinished	-5,000	Full, Finished	-6,000	Full, Unfinished	-5,000
Functional Utility	Average	Similar	0	Similar	0	Similar	0
Heating/Cooling	FWA/None	FWA/Central	-4,000	FWA/None	0	FWA/Central	-4,000
Energy Efficient Items	Storm Windows	Storm Windows	0	Storm Windows	0	Storm Windows	0
Garage/Carport	None	None	0	None	0	None	0
Porch, Patio, Deck, Fireplace(s), etc.	Patio, Deck	None	+2,000	Deck	+1,000	Patio	+1,000
Fence, Pool, etc.	None	None	0	Wood Stove	-1,000	None	0
Other:	Shed	Fence, Shed	0	None	0	None	0
Other:	Refrb/Rtroftd.	Refrb/Rtroftd.	0	Refrb/Rtroftd.	0	Refrb/Rtroftd.	0
Net Adj. (total)			\$ 3,000		\$ 9,000		\$ 4,000
Adjusted Sales Price of Comparable		Gross: 10.3% Net: -1.8%	\$ 161,900	Gross: 13.3% Net: -5.7%	\$ 149,000	Gross: 9.8% Net: -2.4%	\$ 159,900

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): Each comp is a similar vintage home which might be considered by an informed purchaser interested in the subject. Adjustments for incremental size are applied at \$30 per sq. ft. The Sale Price per Sq.Ft. is clearly defined and follows the principle of economies of scale as affected by degrees of modernization and secondary improvements. An active resale market appears to exist.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	Last sold in 11/64	Sold for its asking price in 5 days	Sold for \$5,000 more than its asking price in 4 days	Sold for \$400 more than its asking price in 12 days
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: None reported.				

INDICATED VALUE BY SALES COMPARISON APPROACH \$ **159,000**

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ **N/A** /Mo. x Gross Rent Multiplier **N/A** = \$ **N/A**

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans and specifications.

Conditions of Appraisal: The subject should conform in most respects to its surroundings and represent a typical value upon completion of renovations.

Final Reconciliation: The Sales Comparison Approach receives the greatest emphasis in the final value estimate. The appraised value contained herein applies to real estate only. No value is attributed to furnishings.

... based on the above conditions and the certification, contingent



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

December 10, 2020

AGENDA ITEM NUMBER

DATE

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

BCCC interviews

EXECUTIVE SUMMARY:

Members of the Board of Commissioners in recent have expressed concern with the process for determining vacancies on and interviewing candidates for the various appointments to the various Boards and Commissions. Since there are a number of Commissioners with concerns and questions President Spiegelman and Vice President Hecker want to insure all members who have not been apart of the process in establishing these procedures have an opportunity to participate in a revised policy.

The Township Manager will contact and consult with members of the Board to get their views and comments and develop a recommended policy for board consideration no later than February 2021.

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Consider a motion to suspend the process and procedures for appointments to various Boards and Commissions, pending a revised policy to be submitted by the Township Manager.



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

December 10, 2020

DATE

Administration

DEPARTMENT

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Mask Mandate

EXECUTIVE SUMMARY:

n/a

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Consider and discuss instituting a Township wide mask mandate (Commissioner Ken Brodsky)



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

December 10, 2020

DATE

Administration

DEPARTMENT

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Second Amendment to Lease Agreement for 1220 Huntingdon Road

EXECUTIVE SUMMARY:

This amendment will be the second renewal of a lease agreement entered into on February 5, 2005 for 1220 Huntingdon Road, Abington PA 19001 between Abington School District and Abington Township. The amendment is for a five year extension of the lease beginning December 1, 2020 and ending December 1, 2025 as permitted by the lease agreement. The property, as stated in the lease agreement, is solely being used as a parking area for employees who are school bus drivers.

PREVIOUS BOARD ACTIONS:

The Board of Commissioners voted to approve the original lease agreement on February 8, 2005 with the lease term ending December 1, 2015 with optional five year renewals. On May 14, 2015, the Board of Commissioner voted to approve a five year extension of the original lease agreement to expire on December 1, 2020.

RECOMMENDED BOARD ACTIONS:

Consider reapproving a five year lease agreement for 1220 Huntingdon Road between the Abington School District and Abington Township.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (the "Amendment") is made this 14th day of May, 2015, by and between the TOWNSHIP OF ABINGTON, with administrative offices located at 1176 Old York Road, Abington, PA 19001, as lessor (hereinafter "Township"), and ABINGTON SCHOOL DISTRICT, with administrative offices located at 970 Highland Avenue, Abington, PA 19001, as lessee (hereinafter "School District").

BACKGROUND

A. Township and School District entered into a Lease (the "Lease") dated February 8, 2005, pursuant to which Township agreed to lease to School District the Premises, located at 1220 Huntingdon Road, as more fully described in Article I of the Lease, for the rent and upon the terms and conditions set forth in the Lease.

B. Pursuant to the approval by Township of Final Land Development Plan LD-13-01 (hereinafter the "Approval"), for development by School District of the Huntingdon Road Sports Complex, which Approval is memorialized in a letter to James J. Garrity, Esq., counsel for the School District dated May 10, 2013, Township agreed to amend the Lease in order to permit parking within the Premises by the public on weekdays between 5:30 p.m. and Dusk.

C. Pursuant to Article II of the Lease, the term of the Lease may be renewed in five-year increments beginning as of 12:01 A.M. on December 1, 2015, by mutual written agreement of the parties.

D. Township and School District desire to renew the term of the Lease for an additional five years, commencing at 12:01 A.M. on December 1, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. INCORPORATION OF BACKGROUND.

The above Background and the terms defined therein are incorporated herein by reference.

2. AMENDMENT OF LEASE

A. The Lease is hereby amended to add the following sentence to Article IV, "Use of Premises":

"Further, public parking shall be permitted on the Premises weekdays from 5:30 p.m. to Dusk."

B. Article II of the Lease is hereby amended to renew the term of the Lease for an additional term of five (5) years, commencing at 12:01 A.M. on December 1, 2015 and expiring at 12:01 A.M. on December 1, 2020.

3. SAVINGS CLAUSE.

Except as modified herein, the Lease remains in full force and effect. This Amendment sets forth the entire amended agreement between the parties hereto and there are no representations, oral or written, not contained herein and the same may be amended only by a writing signed by Township and School District, oral amendments hereof being of no force or effect.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereunto have caused these presents to be signed and sealed on the date first upon written.

TOWNSHIP OF ABINGTON

Attest:



Michael LeFevre, Secretary

By: 

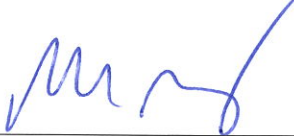
Wayne C. Luker, President

ABINGTON SCHOOL DISTRICT

Attest:



Christopher A. Lionetti, Secretary

By: 

Raymond McGarry, Esq., President

LEASE

THIS LEASE, dated as of February 8, 200~~7~~⁵, between the TOWNSHIP OF ABINGTON, with administrative offices located at 1176 Old York Road, Abington, PA 19001, as lessor (hereinafter "Township"), and ABINGTON SCHOOL DISTRICT, with Administrative offices located at 970 Highland Avenue, Abington, PA 19001, as lessee (hereinafter "School District"):

WITNESSETH:

The Township hereby leases to the School District and the School District hereby rents from the Township the Premises described in Article I hereof for the rent and upon the terms and conditions hereinafter set forth, and in consideration of such lease, the Township and School District hereby agree as follows:

ARTICLE I

PREMISES

The real estate consists of that certain parcel of land located in the Township of Abington, County of Montgomery, and Commonwealth of Pennsylvania, known as 1220 Huntingdon Road, being parcel number 30-00-31752-00-6, Block Number 276, Unit Number 044, which real estate, together with any improvements thereon erected at the time of the execution of this lease, if any, is hereunder sometimes referred to as the Premises.

ARTICLE II

TERM OF LEASE; RENEWAL; TERMINATION

- (a) Term. The term of this lease shall be eleven (11) years, beginning at 12:01 A.M.

on December 1, 2004, and expiring at 12:01 A.M. on December 1, 2015.

(b) Renewal. By mutual written agreement of the parties, the term of this Lease shall be renewable in five year increments beginning at 12:01 A.M. on December 1, 2015.

© Termination. Either party may terminate this Lease upon ninety (90) days written notice to the other party.

ARTICLE III

RENT

Rent payable by the School District to the Township shall be the amount of ONE DOLLAR (\$1.00) per year, due and payable on or before the fifteenth day of December each year that this lease shall remain in effect.

ARTICLE IV

USE OF PREMISES

The School District shall use the Premises as a parking area for its employees who are school bus drivers or who work at the School District's School Bus facility located immediately adjacent to the Premises, and for no other purpose.

ARTICLE V

CARE OF PREMISES; CONDITION UPON SURRENDER; UTILITIES; ICE AND SNOW

(a) Care of Premises. The School District will take good care of the Premises, will permit no waste or damage and will keep the Premises in good order and condition.

(b) Condition of Premises Upon Surrender. The School District will surrender the Premises upon the termination of this Lease, whether by expiration of the term or otherwise, in as

good order and condition as they shall be as of the date of the execution of this lease, ordinary wear, tear, depreciation, damage by the elements, or other unavoidable casualty excepted.

(c) Utilities. The School District will furnish at its expense all utility services to the Premises. The electricity for lighting shall be provided at the cost and expense of the School District.

(d) Ice and Snow. The School District shall keep the entrances and exits of the Premises and the sidewalks and driveways forming a part of them, free from ice, snow and other obstructions as may be required by ordinances of the Township, and in good condition and repair.

ARTICLE VI IMPROVEMENTS

The School District may at its expense make such appropriate improvements and installations as shall serve to enhance the use of the Premises set forth in Article IV, above. No such improvement or installation shall be made unless and until the School District obtains all necessary permits and/or licenses from the Township and other governmental agencies.

If any improvements and/or installations shall be made by the School District, they will become and be the property of the Township and will be surrendered with the Premises at the termination of this Lease, unless the Township and School District agree otherwise in writing.

ARTICLE VII INDEMNITY; INSURANCE

(a) Indemnity of the Township. The School District will save, hold and keep the Township safe, harmless and indemnified from and against any and all claims, demands, actions,

causes of actions, penalties, judgments, court costs, reasonable attorneys' fees and liabilities of every kind and description for injury to and death of persons and damage to and loss of property which are caused by, arise from or grow out of the School District's use or occupancy of the Premises, or any act or omission of the School District, its employees, agents, or servants, and are not caused in whole or in part by the Township, its agents, servants or employees.

(b) Liability Insurance. The School District will maintain in full force and effect at all times during the term of this Lease public liability insurance with policy limits for personal injury or death of not less than ONE MILLION DOLLARS per person and ONE MILLION DOLLARS per accident, with a policy limit for damage or destruction of not less than ONE MILLION DOLLARS. The School District will furnish to the Township a certificate of the policy of insurance which will provide by suitable endorsements that the insurance will not be canceled or substantially changed without at least ten day's prior written notice to the Township.

ARTICLE VIII

SUBLETTING AND USE BY OTHERS PROHIBITED

The School District shall not sublet the Premises, nor shall the School District allow any use of the Premises other than by its employees consistent with the use set forth in Article IV, above.

ARTICLE IX

SCOPE OF AGREEMENT; MODIFICATION

(a) Scope of Agreement. This Lease contains all of the representations and agreements between the parties with respect to the Premises and supercedes any and all previous or other arrangements or undertakings, verbal or in writing, regarding the same.

(b) Modification. No modification of any of the provisions of this Lease shall be effective unless it is in writing and signed by the Township and School District.


ARTICLE X
RECORDING

This Lease shall not be recorded.


IN WITNESS WHEREOF, the Township and School District, intending to be legally bound, have caused this Lease to be duly executed and their respective seals to be affixed as of the day and year first above written.

TOWNSHIP OF ABINGTON

Attest:



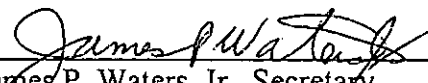
B. Thomas Conway, Secretary

By: 


Stanford A. Gross, President
Board of Commissioners

ABINGTON SCHOOL DISTRICT

Attest:



James P. Waters, Jr., Secretary

By: 

Elizabeth Chavous, President
Board of School Directors

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Second Amendment") is made effective as of the 1st day of December, 2020, by and between the TOWNSHIP OF ABINGTON, with administrative offices located at 1176 Old York Road, Abington, PA 19001, as lessor (hereinafter "Township"), and ABINGTON SCHOOL DISTRICT, with administrative offices located at 970 Highland Avenue, Abington, PA 19001, as lessee (hereinafter "School District").

BACKGROUND

A. Township and School District entered into a Lease (the "Lease") dated February 8, 2005, pursuant to which Township agreed to lease to School District the Premises, located at 1220 Huntingdon Road, as more fully described in Article I of the Lease, for the rent and upon the terms and conditions set forth in the Lease.

B. Pursuant to the approval by Township of Final Land Development Plan LD-13-01 (hereinafter the "Approval"), for development by School District of the Huntingdon Road Sports Complex, which Approval is memorialized in a letter to James J. Garrity, Esq., counsel for the School District dated May 10, 2013, Township agreed to amend the Lease in order to permit parking within the Premises by the public on weekdays between 5:30 p.m. and Dusk.

C. Township and School District entered into an Amendment to Lease (the "First Amendment") dated May 14, 2015, pursuant to which Township agreed to renew the Lease for an additional term of five (5) years, commencing at 12:01 a.m. on December 1, 2015, and expiring at 12:01 a.m. on December 1, 2020.

D. Pursuant to Article II of the Lease, the term of the Lease may be renewed in five-year increments beginning as of 12:01 a.m. on December 1, 2015, by mutual written agreement of the parties.

E. Township and School District desire to renew the term of the Lease for an additional five years, commencing at 12:01 a.m. on December 1, 2020.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF BACKGROUND.

The above Background and the terms defined therein are incorporated herein by reference.

2. AMENDMENT OF LEASE

A. The Lease, as amended by the First Amendment, is hereby amended to renew the term of the Lease for an additional term of five (5) years, commencing at 12:01 a.m. on December 1, 2020, and expiring at 12:01 a.m. on December 1, 2025.

3. SAVINGS CLAUSE.

Except as modified herein, the Lease, as amended, remains in full force and effect. This Second Amendment sets forth the entire amended agreement between the parties hereto, and there are no representations, oral or written, not contained herein, and the same may be amended only by a writing signed by Township and School District, oral amendments hereof being of no force or effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereunto have caused these presents to be signed and sealed on the date first upon written.

TOWNSHIP OF ABINGTON

Attest:

Richard J. Manfredi, Secretary

By: _____
John L. Spiegelman, President

ABINGTON SCHOOL DISTRICT

Attest:

Christopher A. Lionetti, Secretary

By: _____
Shameeka Browne, President



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

December 10, 2020

DATE

Administration

DEPARTMENT

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Preit Petition For Amendment of the Abington Township Zoning Ordinance

EXECUTIVE SUMMARY:

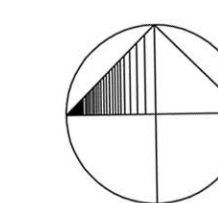
Item 6 in the Petition for Zoning Amendment makes reference to the proposed ordinance being prepared jointly with the Township's Planning Consultant. Relative to Paragraph 6 to the petition, this should in no way be considered as a recommendation or endorsement of the Petition or its contents. Per the request of the previous Ward 5 Commissioner, as well as neighboring Ward Commissioners, the proposed ordinance was reviewed on a staff level.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTIONS:

Consider the requested and submitted petition amendment to the Zoning Ordinance to include a transit-oriented apartment/condominium building to be permitted upon Conditional Use approval within the BC- Business Center District, Willow Grove Park.



**BEFORE THE BOARD OF COMMISSIONERS OF ABINGTON TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA**

PETITION FOR ZONING AMENDMENT

WG Park, L.P. and WG Park-Anchor B Limited Partnership (hereinafter collectively referred to as "**PREIT**"), by its attorneys, Kaplin Stewart Meloff Reiter & Stein, P.C., hereby submits this Petition for Amendment of the Abington Township Zoning Ordinance ("**Zoning Ordinance**"), and in support thereof avers as follows:

1. PREIT is the legal owner of the property upon which the Willow Grove Park Mall is located ("**Mall Property**").

2. Pursuant to the current Zoning Ordinance, the Mall Property is located in the BC-Business Center District, Willow Grove Park subdistrict.

3. PREIT seeks to construct a 365 unit apartment building on the eastern side of the Mall Property ("**Proposed Development**") in accordance with the Concept Plan attached hereto as Exhibit "A".

4. Under the existing Zoning Ordinance, the Proposed Development is not a permitted use in the BC-Business Center District, Willow Grove Park subdistrict.

5. In order to construct the Proposed Development, PREIT seeks an amendment to Section 2103.H and the comprehensive use matrix in the appendix of the Zoning Ordinance to include a transit-oriented apartment/condominium building as use [h-12], permitted upon conditional use approval in the BC-Business Center District, Willow Grove Park subdistrict. A true and correct copy of a proposed Zoning Amendment ("**Proposed Zoning Amendment**") is attached hereto as Exhibit "B".

6. The Proposed Zoning Amendment was prepared jointly by PREIT and the Township's planning consultant, Michael Narcowich of the Montgomery County Planning

Commission.

Justification for Proposed Zoning Amendment

7. PREIT seeks to construct the Proposed Development to preserve and enhance the future of the Willow Grove Park Mall through the creation of a multi-use destination.

8. Over the course of the past decade, in response to a multitude of changes that have occurred in the retail shopping environment, PREIT has reinvented its mall properties through the introduction of a variety of uses including entertainment venues, extensive dining programs, off-price and value purveyors, fitness centers and others.

9. The ongoing turbulent economic and retail environment has accelerated plans to deliver a mix of uses incorporating living space into the retail environment.

10. The addition of an apartment community to the Mall Property will preserve and enhance tax revenue and jobs, ensure the vitality of this historic focal point within the community and drive traffic within the various businesses by expanding the customer base.

11. Based upon the foregoing, Landowner respectfully requests that the Board of Supervisors adopt the Proposed Zoning Amendment attached hereto and made part hereof as Exhibit "B".

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

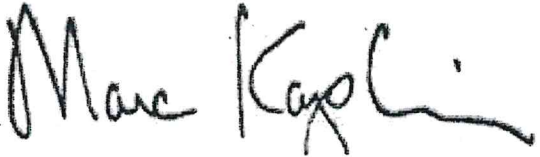
By  _____
MARC B. KAPLIN, ESQUIRE
Attorneys for PREIT

EXHIBIT "A"

EXHIBIT "B"

ORDINANCE NO. _____

ABINGTON TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

AN ORDINANCE OF ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE ABINGTON TOWNSHIP ZONING ORDINANCE OF 2017, AS AMENDED, TO AMEND SECTION 2103.H AND THE COMPREHENSIVE USE MATRIX IN THE APPENDIX TO INCLUDE A TRANSIT-ORIENTED APARTMENT/CONDOMINIUM BUILDING AS USE [H-12], PERMITTED UPON CONDITIONAL USE APPROVAL.

BE IT ORDAINED AND ENACTED, by the Board of Commissioners of Abington Township, Montgomery County, as follows:

SECTION 1. Zoning Text Amendment. Section 2103.H of the Abington Township Zoning Ordinance of 2017, as heretofore amended, is hereby amended to add the following new use:

Use H-12: Transit Oriented Apartment/Condominium Building. A Transit Oriented Apartment/Condominium Building [Use H-12] is a multifamily residential Apartment/Condominium Building or Buildings, each containing at least three, separate Dwelling Units, arranged in a variety of combinations, including side by side, over and under, or back and forth with another dwelling unit. A Transit Oriented Apartment/Condominium Building or Buildings shall be a permitted use within BC-Business Center District: Willow Grove Park, subject to the Developer/Applicant obtaining conditional use approval for such use in accordance with Section 1806 of the Zoning Ordinance.

SECTION 2. Zoning Text Amendment. The Abington Township Zoning Ordinance of 2017, as heretofore amended, is hereby amended to add the following new Section:

SECTION 1112.

A. **Master Plan.** All properties proposed for development as a Transit Oriented Apartment/Condominium Building [Use H-12] shall be developed in accordance with a master plan that has been approved by the municipal governing body as part of the conditional use approval process.

1. Master plans shall meet the following requirements:
 - a. A master plan shall be prepared when any property, existing at the time of adoption of this ordinance, is initially proposed for subdivision or land development. Subdivided properties that are intended to be developed at a later date shall be subject to this initial master plan.
 - b. Master plans shall meet the conditional use plan requirements in Section 1806 of the Abington Township Zoning Ordinance.

c. Master plans shall demonstrate that land use mix requirements of Figure 11.9 Dimensional Requirements have been met.

d. Master plans shall illustrate a pedestrian network that connects all buildings, parking areas, open space areas, and transit stops on-site, with public streets.

e. The municipal governing body may require, as a condition of the conditional use approval, changes in the master plan in order to meet the legislative intent and other standards of the Business Center District.

2. Development of property may be done in phases; however, any proposed subdivision or land development of a property or portion of a property must be consistent with the master plan. If a proposed subdivision or land development is not consistent with the master plan, the master plan as a whole may be revised, provided the following requirements are met:

a. The master plan complies with all BC Business Center District requirements, including the mix requirements of Figure 11.9 Dimensional Requirements

b. All owners of land within the original Master Plan development area, whose property is affected by the revised master plan, approve the revisions to the master plan that affects their properties. In the event that other property owners are unwilling to participate in the master plan process, the master plan may apply only to the applicant's property.

B. **Intent.** The purpose and intent of this Section is to encourage development and redevelopment of land within 2,500 linear feet of SEPTA's Regional Line Train Stations, to create a pedestrian-friendly environment and encourage walking, bicycling and transit use, and provide an alternative to traditional development by emphasizing mixed use, pedestrian-oriented development; promote a mix of retail and office uses, while allowing community service and higher-density residential uses within walking distance to retail, commercial, office and personal services; promote increased public transit ridership as an alternative to total reliance on the automobile for a variety of trip purposes; provide a range of housing options; create a neighborhood identity that promotes pedestrian activity, human interactions, safety and livability; and encourage development of underused tracts and parcels.

C. **Governing Regulations.** If elected by a Developer/Applicant, and subject to obtaining conditional use approval in accordance with Section 1806 of the Ordinance, an [H-12] Apartment/Condominium Use shall be subject to the regulations, requirements and standards set forth in this Section, and shall be subject to the regulations, requirements and standards of the BC Business Center District and other applicable regulations, requirements and standards set forth in the Ordinance, provided, however, to the extent that a regulation, requirement or standard of the Ordinance is inconsistent with the regulations, requirements and standards set forth in this Section, the regulations, requirements and standards set forth in this Section shall govern and control.

D. **Construction Standards.** All construction shall be governed by the standards contained in the most recent edition of the International Building Code and National Fire Protection standards, as adopted by the state of Pennsylvania. Wood frame construction shall be permitted, provided that it meets all International Building Code and National Fire Protection standards.

E. **Existing Legal Nonconformities.** All existing legal nonconformities on a site proposed for development shall be permitted to remain and shall not be required to be brought into conformity with current ordinance requirements, provided that no new nonconformities are created and the extent of any existing legal nonconformity shall not be increased unless the applicant obtains relief from the Zoning Hearing Board.

F. **Use Regulations: Use H-12:**

1. Qualifying Lot. An [H-12]: Transit-Oriented Apartment/Condominium Building shall be located within 2,500 linear feet of one or more of SEPTA's Regional Line Train Stations
2. Mixed Use. Retail, commercial office, and other uses permitted in the BC District Apartment/Condominium Building may be located on the first floor, penthouse or rooftop area of a Transit-Oriented Apartment/Condominium Building. If provided on the first floor, the first floor ceiling height must be a minimum of eleven (11) feet.
3. Accessory Uses. Accessory uses for Use [H-12]: Transit-Oriented Apartment/Condominium Building shall include those accessory uses permitted for Use H-1: Apartment/Condominium Building. Accessory uses:
 - a. Shall be located on the ground floor, penthouse or rooftop area.
 - b. There shall be no entrance to any accessory use located within a building except from inside the apartment/ condominium building.
 - c. Other than permitted signs, there shall be no display of merchandise or other manifestation of commercial use visible from the street.

F. **Dimensional Requirements.**

AREA AND BULK REGULATIONS:	
Minimum Mix Requirement	Minimum 20% Retail, Minimum 10% Apartment/Condominium
Maximum Floor Area Ratio (0.80; 1.0 with bonus
Minimum Floor Area Per Dwelling Unit	Not Applicable
Minimum Lot Size	Not Applicable
Minimum Lot Width	Not Applicable
Minimum Lot Depth	Not Applicable

Maximum Impervious Coverage	75%
Minimum Green Area	15%
Minimum Public Open Space	3 acres
BUILD-TO-LINE (BTL) REQUIREMENTS (RESIDENTIAL USES):	
BTL for Public Streets	Minimum: 20 feet Maximum: 75 feet
BTL for Main Access Drives/Private Streets	Minimum: 15 feet Maximum: 40 feet
BTL for Secondary Access Drives	Minimum: 0 feet Maximum 30 feet
SETBACK REGULATIONS:	
Minimum parking lot setback from public street	15 feet from the edge of the legal right-of-way
Minimum building setback from parking	15 feet
BUILDING REGULATIONS:	
Maximum Building Height	85 feet, plus the height of rooftop architectural enhancements and mechanical systems that do not exceed 20% of the footprint of the Building
Maximum Building Height for Buildings or portions of buildings within 100 feet of an R-1, R-2, R-3 or R-4 residential zoning district	35 feet, plus the height of rooftop architectural enhancements and mechanical systems that do not exceed 20% of the footprint of the Building
Maximum Building Height for Buildings or portions of buildings within 300 feet of an R-1, R-2, R-3 or R-4 residential zoning district	55 feet, plus the height of rooftop architectural enhancements and mechanical systems that do not exceed 20% of the footprint of the Building

G. **Public Open Space.** Transit Oriented Apartment/Condominium Buildings shall contain one or more common use areas that will serve as a focal point for the development and provide walkways, seating, and landscaping. Green areas, courtyards, and plazas are encouraged.

H. **Design Standards.**

1. Access Drives. Access Drives and their dimensions shall be designed to provide capacity for on-site traffic. Where new infrastructure meets existing improvements, the proposed improvements may be sized to facilitate the connection to that existing infrastructure.

2. Parking Garages. Cars in parking garages or structures when visible from the public right-of-way shall be screened from the right-of-way (rather than the street) using features such as grills, lattice, mock windows, louvers, or false facades. Sub-Section 1104.C.4 shall not apply to any garage ancillary to Transit Oriented Apartment/Condominium Buildings.

3. Corner Buildings. Sub-Section 1104.C.5.a shall not apply to any Transit Oriented Apartment/Condominium Buildings.

4. Roofs. Paragraph 11.04.C.8.b shall not apply to any Transit Oriented Apartment/Condominium Buildings.

I. **Bonuses.**

Bonus	Bonus Points	Bonus Points or Conditions Required to Qualify
Shared Parking	1	Make parking (min. 8 spaces per acre) available to other BC Business Center District properties through shared parking and easement agreements
Residential Uses Wrapping Parking Garage	1	Residential uses shall be located along at least 25% of garage perimeter.
Greening of parking lot to conform with zoning	4	Retrofitting one-half acre of existing parking lot to add planting islands, planting strips or other stormwater best management practices required by zoning's landscaping chapter.
Enhanced pedestrian	1	300 L.F. of off-site sidewalk and/or crosswalk

connections to Regional Rail Stations, or contribution to escrow account for same		improvements (replacing existing sidewalk with sidewalk and verge conforming to existing zoning) on Moreland Road or Easton Road leading to Willow Grove or Crestmont Regional Rail stations, or to Fitzwatertown Road bus route.
Electric vehicle charging stations	1	Charging stations for three vehicles
Provision of green wall on parking garage	1	For use of native vine species to create green wall facing perimeter street, or if not visible from perimeter street, from a public right-of-way.
Reduced of impervious area	1	For each 1,000 s.f. reduction of impervious area

J. Parking Access and Traffic Control.

1. Access Drives. The dimensions of Access Drives will be determined based upon the volume of traffic, required number of lanes and turning movements required. The final width of such access drives shall be approved by the Township Engineer.
2. Employee Parking. Employee parking spaces for Use [H-12]: Transit-Oriented Apartment/Condominium Building shall be coordinated with the principal use of the building, but such parking spaces shall not be required to be signed or striped differently from other on-site parking spaces.
3. Off-Street Loading Requirements. Loading berths shall not be required for Transit-Oriented Apartment/Condominium Buildings if loading and unloading will only be performed by trucks other than tractor trailers.

SECTION 3. Zoning Text Amendment. Section 2304 of the Abington Township Zoning Ordinance of 2017, as heretofore amended, is hereby amended as follows:

A. Section 2304.C.33. Use C-34: Shopping Mall or Shopping Center Regional:

Section 2304.C.33 is amended as follows:

1. By changing “1 parking space for every 220 square feet of gross leasable floor area” to “1 parking space for every 300 square feet of gross leasable floor area”.
2. By adding the following at the end thereof:

{01053702;v1}6

If and to the extent that any parking spaces are intended to be available for any Use in addition to Use C-34, the parking requirements for Use C-34 shall govern and control.

B. **Section 2304.H. Residential Uses:** Section 2304.H is amended by adding the following new paragraph:

- 12. Use [H-12]: Transit Oriented Apartment/Condominium Building: The parking requirements for Use H-2 shall apply. Perpendicular parking stalls in the Transit Oriented Shopping Village (TOSV) Overlay District shall be a minimum of 9 feet by 18 feet; angled parking stalls shall be a minimum of 9 feet by 20 feet; parallel parking stalls shall be a minimum of 8 feet by 22 feet.

SECTION 4. Zoning Text Amendment. The Comprehensive Use Matrix in the Appendix is amended to include a Transit Oriented Apartment/Condominium Building as Use [H-12], as a conditional permitted use within the Willow Grove Park area of the BC-Business District.

SECTION 5. Repealer. All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

SECTION 6. Effective Date. This Ordinance shall become effective five (5) days from enactment.

ORDAINED AND ENACTED by the Board of Commissioners of Abington Township on this day of _____, 2020.

Attest:

ABINGTON TOWNSHIP
BOARD OF COMMISSIONERS

, Secretary

, President



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

December 10, 2020

DATE

Administration

DEPARTMENT

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Vehicular and Pedestrian Safety (Traffic) Team

EXECUTIVE SUMMARY:

See the summary in the attached policy scope and duties.

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Consider and discuss creating a Vehicular and Pedestrian Safety Study Team. (Commissioners Carswell, Rothman and Bole)

SUMMARY

The Township of Abington Board of Commissioners, in 2017 re-examined the policies, procedures and practices for decision-making on vehicular and pedestrian safety resulting from state and local laws regulating vehicles and their impact on pedestrians. The Township of Abington Police Department, Traffic Safety Division in particular, has been the primary policy maker and enforcement agency of vehicular and pedestrian safety policies and procedures. For a myriad of reasons, from mid 2017 through March 2020 and now, a heightened awareness of vehicular and pedestrian safety exists.

Members of the Board of Commissioners at various times led discussions and initiatives to enhance vehicular and pedestrian safety. In order to ensure that vehicular and pedestrian regulations were timely, and state-of-the-art solutions were considered, in June 2019 Commissioners held a traffic safety public informational session where traffic calming solutions and other alternatives were considered and discussed.

The Board of Commissioners, in order to responsibly consider and address the ubiquitous and ever present concerns around vehicular traffic, traffic control and calming devices, and pedestrian safety, recognizes the need for a comprehensive team approach to establishing a policy. , The Board of Commissioners will appoint five Commissioners to lead a diverse and collaborative team of community leaders and advisors from relevant county and state governmental agencies to create a comprehensive, 21st century traffic safety policy for Abington Township.

SECTION 1. Composition of The Vehicular and Pedestrian Safety (Traffic) Team

Section 1.1 The Vehicular and Pedestrian Safety Team hereinafter referred to, as “(VPST)” shall consist of five (5) members, whom the Board of Commissioners shall appoint. Two (2) of the five VPST members shall be selected by the Board of Commissioners to serve as Co-Chairs.

Section 1.3 The VPST shall work through the Township Manager, to include department employees from the various departments that are ultimately responsible to the Township Manager and Board of Commissioners who are persons knowledgeable in the various services provided by the Township related to policy, public works, traffic safety, fire and EMS services delivered by the Township. The VPST may utilize such planning or other technical experts, as may be deemed necessary to carry out their work, provided; (1) The Township Manager confirms budgeted funds are available where expenditures may be necessary, and (2) due diligence is exercised to enlist such voluntary assistance as may be available from knowledgeable people and organizations, and other inter-local or Commonwealth agencies, generally recognized as qualified to aid the VPST.

Section 1.4 The VPST shall be created with appointments by the Board of Commissioners to begin its work no later than January 14, 2021. The Team shall have its final report and recommended policy(s) to the Board of Commissioners

for action by the Board of Commissioners by July 30, 2021.

SECTION 2. Scope and Duties

Section 2.1 The Vehicular and Pedestrian Safety Team shall work with the Board of Commissioners through it's Co-Chairs, and the Office of the Township Manager, to develop a policy or policies to be recommend to the Board of Commissioners that is in accordance with, and compliance with all Federal, Commonwealth and Township Laws regulating the recommendations in any proposed policy or activity. The VPST recommended policies shall be consistent with the following goals and objectives:

GOALS

- Fostering a sense of traffic safety within our community;
- Developing a policy providing for traffic control methods and devices;
- Creating a framework for decision-making;
- Assessing themes across township neighborhoods; including any zoning considerations, and;
- Integrating the guiding principles from the Township's Strategic and consistency with the Comprehensive Plan.

OBJECTIVES

- Study and document best practices, and identify viable options available to the Township in three primary areas: public education, enforcement, and engineering solutions;
- Create a forum for public input from residents and business owners;
- Advance and expand existing relationships between Abington Township and external partners who will be key drivers of success. Partners may include government officials, private corporations, research agencies, and others;
- Identify commonalities and differentiators among the many and varied communities in Abington. Traffic calming needs will differ across the township. So too should the options for addressing those needs, and;

Section 2.2 The VPST shall conduct its work in such a manner as to advise the Board of Commissioners and submit periodic briefings as requested by the Board of Commissioners, through the Township Manager, in accordance with timelines prescribed by the Board of Commissioners.

SECTION 3. Meetings

Section 3.1 Meetings shall be:

(a) monthly or as the work on the plan becomes necessary.

(b) at such time and places as is practical. The Township manager or his designee shall give notice of such meeting by telephone, or such other means, to each member at least five (5) days prior to the time affixed for such meeting.

(c) Minutes are to be kept of all open meetings, including:

- The date, time and place of the meeting
- The names of members present
- The substance of all actions taken
- The names of all citizens who appeared officially and the subject of their comments.

(d) Active team member attendance at meetings is a member responsibility. In the event of absence for three consecutive meetings, the Co-Chairs of the VPST shall notify the member to discuss the situation and notify the Board of Commissioners of the member's attendance record and its negative impact on the work of the Team.

SECTION 4. Quorum and Agenda

Section 4.1 Three (3) of the five (5) member shall constitute a quorum. A quorum must be present in order to conduct business.

Section 4.2 The Township Manager or his designee shall prepare an agenda for each meeting of the VPST. Copies of the agenda shall be distributed at least twenty-four (24) hours before the meeting and any matter not on the agenda so distributed will not be considered except by majority consent of the members of the committee present.

SECTION 5. Term

Section 5.1 The members shall serve without compensation until July 30, 2021.

DRAFT