



# Township of Abington

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

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## Zoning Hearing Notice

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

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

**17-12:** This is the application of **SD Property, LLC**, applicants for the property known as Unit #73, Parcel #300022544007, located one lot north of the northwestern corner of the intersection of Hamilton & Franklin Avenues, Willow Grove, Pa. The applicant has requested dimensional variances from Section 1002, Dimensional Chart #10.19 of the Zoning Ordinance of the Township of Abington. The applicant seeks approval to construct a twin dwelling unit on a lot of 3,125 square feet and with a lot frontage of 25 feet. The required minimum lot area is 7,500 square feet and the minimum lot width is 50 feet. The applicant proposes to develop this property in conjunction with the vacant parcel known as Unit #72 that shares a property line.

The property is zoned within the Main Street Low {MS-L} District of Ward #5 of the Township of Abington. A copy of the application and site plan are on file with the Planning & Zoning Office and is available for review during normal business hours.

By Order of the Zoning Hearing Board.

Mark A. Penecale  
Planning & Zoning Officer

**Note:** There is a 30 day period after the date the decision is rendered for any and all aggrieved persons to file an appeal in the appropriate court to contest the actions of the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period, do so at their own risk. If there are questions that you may have, please feel free to contact the Zoning Officer at 267-536-1014. If you are unable to attend the hearing, written comment may be entered into the record by submitting them in advance of the hearing to the Planning & Zoning Officer.

**Zoning Hearing Board Application**

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



This application must be accompanied by a minimum of ten (10) copies of the plot plan of the property, prepared and signed by a registered land surveyor or professional engineer. The plan must include lot area, lot dimensions, coverage percentages, existing structures, other improvements, proposed improvements, off-street parking, buffers and all characteristics on the site.

The Undersigned herein makes application for:

- Request for Variance from the Zoning Ordinance.
- Request for a Special Exception as provided by the Zoning Ordinance.
- Appeal from the actions of the Zoning Officer.


1. Name and address of the owner of the land: Phone number:  
*James and Grady Dennis  
Tommy M Lee, Loreen Long  
449 Osceola Ave  
Elkins Park Pa 19027*
2. Name and address of the applicant: Phone number: *215-942-8660*  
*SD Property LLC  
111 Brook Rd, Unit 1100  
Muntingdon Valley, Pa 19006*

3. Name and address of the attorney: Phone number:

4. If the applicant is not the owner of the property, list the applicant's interest in filing this application.  
Example: equitable owner, agent, lessee, etc.  
*Potential buyer. Under purchase agreement.*

5. Description of the property:  
Address/location *Vacant land. L-73 Franklin Ave, Willow Grove, Pa 19090*  
Present use \_\_\_\_\_  
Proposed improvement *ERECTION OF TWIN DUPLEX*

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6. State briefly the reasons for which the proposed improvements or use does not meet the requirements of the Zoning Ordinance, and the nature of relief you are seeking:

*NON-CONFORMING LOT*

7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:

*DIMENSIONAL REQUIREMENTS*

8. Describe in detail the grounds for the appeal, or the reasons both in law and in fact for the granting of the variance or special exception, describing in detail the nature of the unique circumstances, and the specific hardship justifying your request for approval of the application.

*THE EXISTING LOT IS 25' X 125'*

9. List any and all prior Zoning Hearing Board action regarding the property. List the date, case number and the nature of the zoning relief granted.

*UNKNOWN*

10. List any and all additional information, records, transcripts which may be helpful to the Zoning Hearing Board in rendering a decision: A minimum of eight (8) copies are required to be submitted.

*SEE SITE PLAN*



Signature of Applicant



Signature of Owner

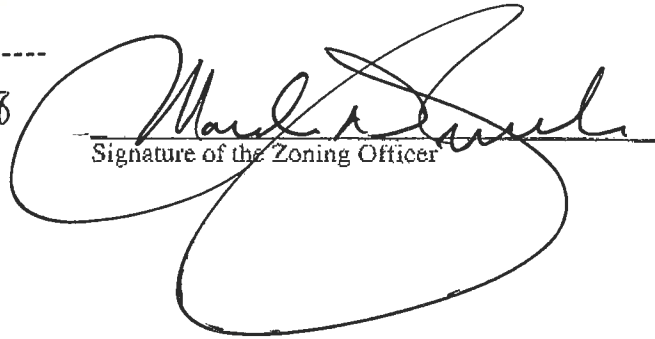
Internal Validation:



Date Received:

Fee Paid: *\$500.00* BY: \_\_\_\_\_

Case: *17-12* Rec # *183158*



Signature of the Zoning Officer

## Mark Penecale

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**From:** Mark Penecale  
**Sent:** Wednesday, September 06, 2017 12:52 PM  
**To:** 'Fialco'  
**Cc:** Larry Matteo  
**Subject:** RE: Meeting at Township

Dear Mr. Fiksman,

Perfect, I will make the change to the applications and will except this email as confirmation of your approval of the change.

Sincerely,  
MAPenecale  
Planning & Zoning Officer  
Township of Abington

**From:** Fialco [mailto:fialco@comcast.net]  
**Sent:** Wednesday, September 06, 2017 12:06 PM  
**To:** Mark Penecale  
**Subject:** RE: Meeting at Township  
**Importance:** High



Mark,

I would like to revise the Application to match the Site Plan.

My client would like to obtain the Township relief for the proposed Twin Dwelling Unit (2-story single family dwelling with a shared party wall separating 2 families), as shown on the Site Plan.

As you and I discussed, 2 dwelling units in lieu of previously proposed 4 units.

I guess, the typo was made on the Applications, listing the proposed Structure as a twin duplex on each lot (4 units total) instead of the Twin Duplex Structure occupying two (2) Lots with a party wall at Property Line, or Twin Dwelling Unit for the proposed occupancy by two (2) families.

Please let me know if you can make this correction on both Applications, while the Site Plan will remain "as is".

Also, please e-mail or call FIALCO office if you have any questions or comments.

Thank you,

Alex Fiksman,  
FIALCO, LLC Engineers  
3 Potter Street, Warminster, PA 18974  
P. 215.394.5599 F. 215.394.5808



**DURABLE POWER OF ATTORNEY**

**NOTICE**

**THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.**

**THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.**

**YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.**

**YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.**

**A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.**

**THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.**

**IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.**

**I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.**

12/05/13  
DATE

William D.C. Dennis  
WILLIAM D.C. DENNIS, PRINCIPAL

**DURABLE POWER OF ATTORNEY**

**ACKNOWLEDGMENT TO BE EXECUTED BY AGENT:**

**I HAVE READ THE POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY ACKNOWLEDGE THAT IN THE ABSENCE OF A SPECIFIC PROVISION TO THE CONTRARY IN THE POWER OF ATTORNEY OR IN 20 PA. C.S. WHEN I ACT AS AGENT:**

**I SHALL EXERCISE THE POWERS FOR THE BENEFIT OF THE PRINCIPAL.**

**I SHALL KEEP THE ASSETS OF THE PRINCIPAL SEPARATE FROM MY ASSETS.**

**I SHALL EXERCISE REASONABLE CAUTION AND PRUDENCE.**

**I SHALL KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF THE PRINCIPAL.**

12/5/13  
DATE

12/5/13  
DATE

*Amos Dennis*  
SIGNATURE OF AGENT

*Romnie Marie Lee*  
SIGNATURE OF FIRST ALTERNATE AGENT

**DURABLE POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT I, **WILLIAM D.C. DENNIS**, a legal resident of Willow Grove, Montgomery County, Pennsylvania, do hereby revoke all previous similar financial Powers of Attorney by me made, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my brother, **JAMES DENNIS**, my true and lawful Agent. If my brother, **JAMES DENNIS**, shall be unable or unwilling to serve, then I appoint my sister, **TOMMIE MAREE LEE**, as substitute or successor true and lawful Agent to serve with the same powers. My Agent shall have the power to act in, manage, and conduct all my estate and all my affairs and for that purpose for me and in my name, place, and stead, and for my use and benefit, and as my act and deed, to do and execute or to concur with persons jointly interested with myself therein in the doing or executing of all or any of the following acts, deeds, and things, that is to say:

1. To buy, sell, lease, accept, acquire, convey, mortgage, hypothecate, pledge, quitclaim, encumber, dispose of, partition and subdivide real property or personal property or any interest or right therein, including investment in all forms of real or personal property, without any restriction whatsoever as to the kind of investments, upon such terms as my said Agent shall think proper; to take, hold, possess, invest, lease, or let, collect rent or mortgage payments, or otherwise manage any or all of my property, real or personal, or any interest therein;

2. To make, do, and transact all and every kind of business of whatever nature or kind, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, which may now or hereafter be due, owing, or payable by me or to me, and to enter into, perform, modify, extend, cancel, compromise, enforce, or otherwise act with respect to any contract of any sort whatsoever; to sign checks, make deposits, and/or otherwise make withdrawals from any checking, savings, or other accounts, negotiable paper or other monies, in my name and/or my said Agent's name, and to endorse checks payable to me and receive the proceeds thereof in cash or otherwise; to open and close checking, savings, or other accounts in my name, purchase and redeem savings certificates, certificates of deposit or similar instruments in my name, and to execute and deliver receipts for any funds withdrawn or certificates redeemed; and to do all acts regarding any checking, savings, or other accounts, negotiable paper or other monies, savings certificate, certificate of deposit or similar instrument which I now have or may hereafter acquire;

3. To buy, sell, pledge, and otherwise dispose of any securities, investments, stocks, mutual funds, bonds, or securities of whatever nature; to act as my Agent or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interest I may now

or hereafter hold; and to purchase, sell, transfer, redeem, reinvest, and retitle on my behalf U.S. Treasury Bonds, including the purchase and use of such bonds redeemable at par, in payment of federal estate taxes in my estate;

4. To carry on any business interest owned by me for whatever period of time deemed proper, including the power to do any and all things deemed necessary and appropriate, including but not limited to the delegation of all or any part of the supervision, management, and operation of the business to such person or persons as may be selected, and to close out, liquidate, or sell the business at such time and upon such terms as shall seem best. My Agent shall not be held to personal liability for shrinkage of income or capital value that may be incurred in the course of the operation of the business, except loss that may result from willful misconduct;

5. To enter and examine the contents of any and all of my safe deposit boxes wheresoever located, and to remove, in whole or in part, the contents thereof, to make deposits therein, to terminate the use of any such safe deposit box, or to open new safe deposit boxes, and to transfer contents among such safe deposit boxes, however, my Agent may not deposit or keep any of his personal items in my safe deposit box;

6. To engage and dismiss agents, counsel, and employees and to appoint and remove at pleasure any substitute for, or agent or my said Agent, in respect to all or any of the matters or things herein mentioned, and upon such terms as my Agent shall think fit, and to institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses, or other proceedings, or otherwise engage in litigation;

7. To prepare, execute, and file income and other tax returns, and other governmental reports, applications, requests, and documents and to represent me or authorize someone else to represent me in any proceedings before the Internal Revenue Service or any other taxing authority;

8. In my name, and on my behalf to make application for motor vehicle operators license, and/or registration; or, to execute a motor vehicle title and other related documents to sell or transfer a motor vehicle;

9. To make application for and receive social security or other benefits of a similar nature, including, without limitation, requirement and pension benefits of whatever nature;



10. To borrow money in such amounts, for such periods, and upon such terms as my Agent shall deem proper and to secure any loan by the mortgage or pledge of any property;

11. To make limited annual gifts to any one or more of my children or grandchildren, and the spouses of any one or more of my children or grandchildren (including my Agent, if my Agent is a member of any such class), each such gift to be not in excess of that amount which in the aggregate for that calendar year will qualify for the maximum amount allowable for the annual exclusion for Federal Gift Tax purposes under the provisions of the Internal Revenue Code then in effect, provided that each such gift is made in a manner which will qualify for such annual exclusion; my Agent may make such gifts in unequal amounts and need not include all possible permissible donees as recipients of gifts in any one year. A gift made hereunder may be for the tuition or medical care of any permissible donee to the extent that the gift is excluded from the Federal Gift Tax under the provisions of the Internal Revenue Code then in effect as a qualified transfer. My Agent may consent to the splitting of gifts made by my spouse to my children or grandchildren, and the spouses of my children or grandchildren, and to the splitting of gifts made by my spouse to any other person in amounts not exceeding the aggregate annual gift tax exclusions for both my spouse and me under the provisions of the Internal Revenue Code. Any gift made by my Agent hereunder must be consistent with prudent estate planning or financial management of my assets and consistent with the known or probable intent with respect to the disposition of my estate as set forth in my Will;

12. To make gifts to my spouse, children, and grandchildren, and the spouses of my children and grandchildren, for Federal Estate and Pennsylvania Inheritance Tax planning purposes, provided the gifts do not exceed the marital deduction, the unified credit equivalency and/or other deductions and credits available to me or my estate. Any gift made by my Agent hereunder must be consistent with prudent estate planning or financial management of my assets and consistent with the known or probable intent with respect to the disposition of my estate as set forth in my Will;

13. To change the beneficiary designation on any and all of my life insurance policies, to effect loans on such policies either from the company issuing such policy or from other lending institutions by pledging such policies as security for such borrowing, and to transfer by absolute assignment any and all of my incidents or ownership to any and all of such policies;

14. To create a trust for my benefit designating one or more persons (including my Agent) as original or successor trustees and to transfer to the trust any or all property owned by me as the Agent may decide; the deed of trust may be amended or revoked at any time and from time to time, in whole or in part, by me or my Agent;

15. To transfer any or all of my assets of whatsoever nature as an addition to any inter vivos funds revocable trust which I as settlor may have created;

16. To withdraw and receive the income or corpus of a trust or to demand, withdraw, and receive the income or corpus of any trust over which I have the power to make withdrawals and to request and receive the income or corpus of any trust with respect to which the trustee hereof has the discretionary power to make distribution to me or on my behalf;

17. To claim the family exemption or any similar provisions to the same extent as I personally could do;

18. To claim an elective share of the estate of my deceased spouse to the same extent as I personally could do, and take all other actions which the Agent deems appropriate in order to effectuate such election; provided, however, that the election shall be made only upon the approval of a court of competent jurisdiction;

19. To disclaim any interest in property to the same extent as I personally could do;

20. To renounce any fiduciary positions to which I have been appointed or in which I am then serving, and to either file an accounting with a court of competent jurisdiction or settle on receipt and release or other informal method as the Agent deems advisable;


21. In the event that a guardianship proceeding is ever brought to appoint a Guardian for me, or if I am ever adjudicated incapacitated, I request that the Court consider my Agent as the first choice to be my Guardian, and my alternate Agent as the second choice to be my Guardian;

GIVING AND GRANTING unto my said Agent full power and authority to do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specially enumerated powers being in aid and exemplification of the full, complete, and general power herein granted, and not in limitation or definition thereof; and hereby ratifying all that my said Agent shall lawfully do or cause to be done by virtue of these presents.

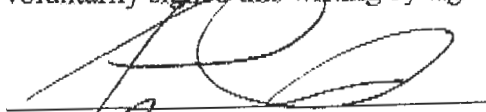
AND I hereby declare that any act or thing lawfully done hereunder by my said Agent shall be binding on myself, and my heirs, legal and personal representatives and assigns.

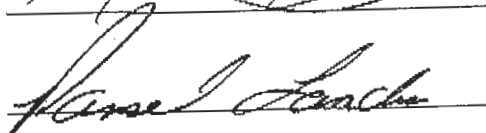
This Power of Attorney shall not be affected by disability of the undersigned principal and shall continue in force and may be accepted and relied upon by anyone to whom it is presented despite my purported revocation of it or my death, until actual written notice of such event is received by such persons. In the event of my incompetency, from whatever cause, this Power of Attorney shall not thereby be revoked but shall thereupon become irrevocable, and may be accepted and relied upon by anyone to whom it is presented despite such incompetency subject only to it becoming void and of no further effect only upon receipt by such person either of (a) written evidence of the appointment of a guardian (or similar fiduciary) of my estate following adjudication of incompetency, or (b) written notice of my death.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 5<sup>th</sup> day of DECEMBER 2013.

  
William D.C. Dennis

The Principal or the person on behalf and at the direction of the Principal knowingly and voluntarily signed this writing by signature or mark in my presence.

 Residence QUAKERTOWN PA

 Residence POCONO PA

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF MONTGOMERY :

On the *5* day of *December*, 2013, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, residing in the County of Montgomery, personally appeared **WILLIAM D.C. DENNIS**, and in due form of law acknowledged the foregoing Power of Attorney to be his act and deed and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

*John H. Pili*  
Notary Public

