

**Board of Supervisors  
Regular Meeting Agenda  
November 16, 2020**

**6:00 p.m. Executive Session  
7:00 p.m. Regular Meeting**

**Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Announcements from the Chair: The Board met in Executive Session prior to this meeting to discuss personnel issues and litigation
  - 3.1. Randal Teschner Service Award for 35 Years
4. Public Comment on Non-Agenda Items
5. Approval of Minutes of Meeting of November 2, 2020
6. Departmental Reports
  - 6.1. Code Department Report for October 2020
  - 6.1. Police Department Report for October 2020
  - 6.1. Public Works Department Report for October 2020
7. Consideration of Old Business
  - 7.1. PUBLIC HEARING: Omnibus V Zoning Amendment Ordinance
8. Consideration of New Business
  - 8.1. Tate/Mannherz Lot Line Change
  - 8.2. Culvert Repairs Contract Award

9. Consent Agenda

- 9.1. Erik and Gwendolyn Sims, 106 Stone Creek Lane, TMP #26-004-017-004, have executed a Professional Services Agreement for construction of a swimming pool, with corresponding legal and engineering escrow of \$5,000.00.
- 9.2. Paul and Carole Bizon have executed a Professional Services Agreement for construction of a single-family home on Creek Road, TMP #26-011-027, with corresponding legal and engineering escrow of \$5,000.00.
- 9.3. George Kiriakidi of Prime Custom Builders, LLC has executed a Professional Services Agreement for subdivision and land development of a parcel of land located on Dolly Lane, TMP #26-010-004-001, with corresponding legal and engineering escrow of \$2,500.00.

10. Board of Supervisors Comments

11. Administration Comments

- 11.1. On Thursday, November 19, 2020 at 7:00 p.m., the ZHB will consider the application of Anthony McElroy, 300 Pheasant Run Drive, TMP #26-028-057 in the RR Residential District. The Applicant seeks dimensional variances to erect a shed. Interested parties are encouraged to attend.

12. Solicitor and Engineer Comments

13. Public Comment

14. Other Business

15. Payment of Bills

16. Adjournment: *The next Regular Meeting of the Board of Supervisors of New Britain Township will take place on **Monday, December 7, 2020 at 7:00 p.m.**, at the New Britain Township Building, 207 Park Avenue, Chalfont, PA. Agenda are posted to the Township website prior to the meeting date at [www.newbritaintownship.org](http://www.newbritaintownship.org).*

**M NEW BRITAIN TOWNSHIP  
BUCKS COUNTY, PENNSYLVANIA**

**IN APPRECIATION AND RECOGNITION**

**OF**

**RANDY TESCHNER**

**FOR**

**35 YEARS OF PUBLIC SERVICE  
NOVEMBER 18, 2020**

*LOYALTY AND COMMITMENT FORM THE BASIS OF ANY  
SUCCESSFUL RELATIONSHIP, WHETHER IT BE FAMILY OR  
BUSINESS. WE FEEL THAT THE "NEW BRITAIN TOWNSHIP  
FAMILY" IS LOYAL AND COMMITTED TO MAKING OUR  
TOWNSHIP THE BEST IT CAN BE, AND YOU ARE A  
SIGNIFICANT PART OF THAT FAMILY.*

*THANK YOU FOR 35 YEARS OF DEDICATED SERVICE TO  
OUR RESIDENTS AND TAXPAYERS.*

*NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS*

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**BOARD OF SUPERVISORS  
MEETING MINUTES  
November 2, 2020**

A Regular Meeting of the New Britain Township Board of Supervisors was held on Monday, November 2, 2020, at the Township Administration Building, 207 Park Avenue, New Britain Township, PA, beginning at 7:00 p.m. Present were Supervisors: Chair William B. Jones, III, Vice-Chair Helen B. Haun, Members Gregory T. Hood, Cynthia M. Jones, and MaryBeth McCabe, Esq. Also present were Township Manager Eileen M. Bradley, Township Engineer Craig Kennard, and Township Solicitor Peter Nelson, Esq.

- 1. Call to Order:** Mr. Jones called the Meeting to order.
- 2. Pledge of Allegiance:** Mr. Jones led the Board and audience in the Pledge of Allegiance.
- 3. Announcements:** Mr. Jones announced that the Board had met in Executive Session prior to this Meeting to discuss litigation.
- 4. Public Comment on Non-Agenda Items:** Ms. Margaret Briggs of Forest Park Drive asked when the Minutes from October would be posted to the website and what was going on with County Builders. Ms. Bradley stated that the Minutes would be posted by November 4, 2020 and that County Builders had been added to this evening's agenda.

Mr. Mike Coleman of Cedar Hill Road asked about the Zoning Map revision and if it would create any changes in the Township's Zoning Ordinance. Ms. Bradley stated that changes were administrative to correct typographical errors and that no changes to the Township's Zoning Ordinance would be enacted by this agenda item.

**5. Approval of Minutes:**

**5.1. Minutes of Meeting of October 19, 2020:**

**MOTION: A motion was made by Mr. Hood, seconded by Mrs. Jones and unanimously approved to accept the October 19, 2020 Minutes as written.**

**6. Departmental Reports:** There were no Departmental Reports at this time.

**7. Consideration of Old Business:**

**7.1. Preliminary Budget 2021 Presentation:** Ms. Bradley presented the 2021 Preliminary Budget, which reflected no tax increase. The balanced 2021 Preliminary Budget proposed \$7,276,371 in new revenues and \$7,950,932 in expenditures for all Funds. Ms. Bradley stated that COVID-19 had a major effect on projected 2021 revenues in all categories.

Capital Expenditures included: one (1) new police vehicle; one (1) new 1-Ton Pick Up Truck with Plow, Salt Spreader, and Lift Gate; computer upgrades and replacements for most departments; new security cameras for the interior and exterior of the police and administration building; and \$100,000 for repairs to culverts damaged by Tropical Storm Isaias.

Ms. Bradley noted that the Township continued to improve its Park System through capital improvements and working with developers to enhance facilities. New Britain Township owns and maintains 265 acres of active



and passive recreational parkland, and was working on bringing forward a premier facility at the future Robert V. Cotton Park. The Neshaminy Greenway Trail development and construction for Phase I should conclude by the end of 2020. Planning, design and construction of Phase II, the Coleman Section, would begin in 2021 and will be funded through a \$225,000 DCNR Grant, as well as an in-kind labor and materials, and cash match of \$52,637 by New Britain Township.

The Township had taken advantage of low interest rates and restructured its existing debt in the summer of 2020. Ms. Bradley reviewed debt service expense for 2021, which included: Public Works Building debt service at a variable interest rate averaging 3.6% to 4.0%; the Regional Street Light Procurement Program debt service fixed at an interest rate of 2.3%; Refinanced Capital Infrastructure debt service fixed at an interest rate of 1.27% for 13 years. Total Debt Service for Fiscal Year 2021 was \$447,000. Ms. Bradley added that the Township might consider refinancing of all debt at the time the variable portion Public Works Building Loan and the Street Light loan matures in 2025.

The proposed millage for 2021 was 13.0625 mills, no change from 2020. One mill would generate approximately \$180,000, with the average Township tax bill being approximately \$459.00. The Board needed to Adopt the Preliminary 2021 Budget and authorize advertisement. The Budget would be available for review in the Township Offices during normal business hours on November 4, 2020. Final adoption of the Budget was scheduled for Monday, December 7, 2020 at 7:00 p.m., as part of the Regular Meeting that evening.

Mrs. Jones asked how COVID-19 factored into the preparation of the 2021 Budget. Ms. Bradley stated that she was monitoring revenue and expenditures for 2020, and utilizing multiple information sources. A financial analysis report prepared on behalf of the Bucks County Consortium back in April, monthly reports from Keystone Collections, and Bucks County unemployment information were among a few of these sources. She stated that the current fiscal environment is unprecedented, and the budget was prepared with that in mind.

**MOTION: Upon motion by Mr. Hood, seconded by Mrs. Jones, the Board unanimously approved adoption of the 2021 Preliminary Budget, and placed it on the table for public review.**

**MOTION: Upon motion by Mrs. Haun, seconded by Ms. McCabe, the Board unanimously approved advertisement of the 2021 Preliminary Budget.**

## **8. Consideration of New Business:**

**8.1. County Line Road Task Force Mutual Aide Agreement:** Ms. Bradley stated that she had been approached by Montgomery Township, Montgomery County, to consider entering into a Mutual Aide Agreement with Montgomery Township and Warrington Township to permit Police Officers from all three jurisdictions to enforce traffic violations along County Line Road and within 500 feet of adjoining neighboring municipalities. The Agreement had been approved by both the Bucks and Montgomery County District Attorneys. It was her recommendation that New Britain Township enter into this agreement.

Mrs. Jones asked if the Police Department was not currently able to cross County Line Road into Montgomery Township to enforce traffic violations. Ms. Bradley stated that they currently were only able to enforce traffic laws on half of County Line Road, within New Britain.

Ms. McCabe asked if the agreement had any financial impact to the Township. Ms. Bradley stated that each municipality was only obligated for the normal insurance requirements of their own employees. Any fines related to citations would go to the issuing jurisdiction. The Agreement was about controlling speeding and aggressive driving.

**MOTION:** Upon motion by Mrs. Haun, seconded by Mrs. Jones, the Board unanimously approved the County Line Road Task Force Mutual Aide Agreement between New Britain, Warrington and Montgomery Townships.

## **9. Consent Agenda:**

**MOTION:** Upon motion by Mr. Hood, seconded by Mrs. Haun, the Board unanimously approved the following Consent Agenda items: Execution of a Professional Services Agreement with Allen & Gay Tate and Matthew Mannherz for a lot line change for 1 Naomi Lane and 2 Naomi Lane, with corresponding legal and engineering escrow of \$2,500.00; Execution of a Stormwater Facilities Operation and Maintenance Agreement and a Sewage System Operation and Maintenance Agreement with Matthew Soncini for construction of a single-family home for 161 S. Limekiln Pike, with corresponding permanent BMP Maintenance Guarantee Fee of \$1,075.00; Certificate of Completion #6 for Provo Pinegood Chalfont, LLC for W. Butler Avenue WAWA Project in the amount of \$46,424.70, leaving \$347,947.79 remaining; Execution of a Professional Services Agreement with Joseph Pileggi for the property at 122 Upper State Road, TMP #26-005-047-001 and #26-005-047-002, with corresponding legal and engineering escrow of \$5,000.00; Execution of a Professional Service Agreement with Melvin and Beverley Kelsey for construction of an addition for 22 Farber Drive, TMP #26-004-034-004, with corresponding legal and engineering escrow of \$5,000.00; Execution of a Stormwater Facilities Operation and Maintenance Agreement for 11 Keller Road, TMP #26-004-034-004, with corresponding permanent BMP Maintenance Fee of \$388.00.

**10. Board of Supervisors' Comments:** Mrs. Jones asked about the volunteer tree planting scheduled for this coming Saturday, November 7, 2020, for the Neshaminy Greenway Trail. Ms. Bradley stated that the event was posted to the Township website and social media. The Doylestown Bike and Hike Committee was instrumental in obtaining a donation of trees from Feeney's Nursery in Buckingham and gathering volunteers to help with planting trees along the Neshaminy Greenway Trail. Three (3) of New Britain Township's Public Works employees would be on hand to aide with machinery and equipment needed for planting the trees.

## **11. Township Administration Comments:**

**11.1. Zoning Map Revision Approval:** Ms. Bradley stated that the Zoning Map Revision included changing colors for readability and correcting typographical errors. No Zoning District changes were made to any parcels, and the Map aligned with existing Township ordinances.

**MOTION:** Upon motion by Mr. Hood, seconded by Mrs. Jones, the Board unanimously approved execution of the revised Zoning Map.

**11.2. Harris/Hamilton Record Plan:** Ms. Bradley stated that the Board needed to execute and sign the Harris/Hamilton Record Plan after the meeting. The plan was reviewed and approved by the Board at a prior meeting.

**MOTION:** Upon motion by Mrs. Haun, seconded by Ms. McCabe, the Board unanimously approved execution of the Harris Hamilton Record Plan.

**11.3. Ratify HVAC Change Order #1:** Ms. Bradley stated that during installation of the new HVAC system, the contractor, Hirschberg Mechanical, discovered frayed wiring leading to the building thermostats. The Board was polled individually to obtain authorization for Hirschberg Mechanical to conduct work to replace the

wiring while still on premises for \$5,015.15. Ms. Bradley asked that the Board officially ratify Change Order #1 at this time.

**MOTION: Upon motion by Mrs. Jones, seconded by Mrs. Haun, the Board unanimously authorized payment of HVAC Change Order #1 in the amount of \$5,015.15 to Hirschberg Mechanical.**

**11.4. Offices Closed Tuesday, November 3, 2020:** Ms. Bradley recommended that the Board close the Administration Building on Election Day, as it was used as a polling place and staff had the ability to work from home.

**MOTION: Upon motion by Mr. Hood, seconded by Mrs. Jones, the Board unanimously approved closing the Township Offices on Election Day, Tuesday, November 3, 2020.**

**11.5. County Builders Zoning Hearing Board Application:** Ms. Bradley stated that County Builders had submitted a Zoning Hearing Board Application for the property on W. Butler Avenue next to Spatola's. The plan proposed a medical office building and 40 plus townhomes that required multiple and significant variances. The hearing was scheduled for November 19, 2020 at 7:00. She recommended that the Board send the Township Solicitor in opposition of the Application. She added that if the Board voted to send the Solicitor, the hearing would need to be continued because the Township Solicitor was otherwise occupied on November 19. As soon as a new date was set for the hearing, it would be posted to the Township website and social media.

**MOTION: Upon motion by Ms. McCabe, seconded by Mr. Hood, the Board unanimously approved sending the Township Solicitor to oppose the County Builders Zoning Hearing Board Application.**

**12. Solicitor and Engineer Comments:** There was no Solicitor or Engineer Comments at this time.

**13. Other Business:** There was no Other Business at this time.

**14. Public Comment:** Mr. Christopher Traum of Cedar Hill Road asked why the Board would oppose the Zoning Hearing Board application. Ms. Bradley stated that a number of variances that the Applicant was seeking were significant (setbacks, impervious surface, and natural resource disturbance).

Mr. Coleman thanked the Board for their support with regard to the subject property.

Ms. Briggs asked if the outcome of the Zoning Hearing Board for County Builders would have an impact on the Motor Lodge that was zoned OP, if County Builders were to purchase the lot and develop the property. Mr. Nelson stated that the Applicant would need to seek additional variances from the requirements of the OP District depending on how they planned to develop the property, the same way they currently were doing for the property they owned that was zoned C-1. Ms. Bradley noted that any development of either property would require any developer to meet the requirements of the individual zoning district or obtain variances through the process County Builders was currently undertaking.

**15. Payment of Bills:**

**15.1. Bills List dated October 28, 2020 for \$3,277.59:**

**MOTION: Upon motion by Mrs. Jones, seconded by Mrs. Haun, the Board unanimously approved the Bills List dated October 28, 2020 for \$3,277.59.**

**15.1. Bills List dated October 30, 2020 for \$234,331.55:**

**MOTION:** Upon motion by Mr. Hood, seconded by Mrs. Jones, the Board unanimously approved the Bills List dated October 30, 2020 for \$234,331.55.

**16. Adjournment:**

**MOTION:** There being no further business or comment, a motion was made by Mrs. Haun, seconded by Ms. McCabe, and unanimously carried, to adjourn the meeting at 7:40 p.m.

**NEW BRITAIN TOWNSHIP BOARD OF SUPERVISORS**

\_\_\_\_\_  
William B. Jones, III, Chair

\_\_\_\_\_  
Helen B. Haun, Vice Chair

\_\_\_\_\_  
Gregory T. Hood, III, Member

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

Eileen M. Bradley  
Secretary/Manager

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Cynthia Jones, Member

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MaryBeth McCabe, Esq., Member



## Township of New Britain

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### Office of Code Enforcement

October 2020

PERMITS ISSUED		52
ZONING		20
BUILDING INSPECTION		85
United electrical		28
OCCUPANCY INSPECTIONS		34
RE-INSPECTION		14
COMMERCIAL FIRE INSPECTIONS		0
FIRE CALLS		14
CHALFONT	11	
DOYLESTOWN	0	
DUBLIN	2	
HILLTOWN	1	No Report

CHALFONT FIRE COMPANY  
 CHIEFS REPORT - October 2020

NBT

Total # of Incidents - : 25

Types of Calls

- 1. Fire 5
- 2. Rescue and Medical assist
- 3. Hazardous Conditions 3
- 4. Service calls 0
- 5. Good Intent Call 7
- 6. Alarm System Calls 10
- 7. Special Incident
- 8. Severe Weather

Total Staff Hours for Calls 122.31

Alarms per Municipality's

- Chalfont Borough 2
- Doylestown Borough 1
- Doylestown Twp. 1
- Colmar/Hatfield Twp
- Hilltown Twp.
- Montgomery Twp. 3
- New Britain Boro 6
- New Britain Twp. 12
- Warwick Twp
- Warrington Twp.
- East Rockhill Twp
- Plumstead Twp
- Silverdale Boro

Training and Maintenance Drills 4

Total training hours 465

Total Available Points 29

TOTAL STAFF HRS FIRES AND TRAINING 587.31

# Chalfont Chemical Fire Company



Chalfont, PA

This report was generated on 11/1/2020 8:21:08 AM

## Incidents per Zone for Date Range

Start Date: 10/01/2020 | End Date: 10/31/2020

Incident #	Description	Date	Address	Rating
<b>ZONE: 27 - Chalfont Boro</b>				
2020-14825	700 - False alarm or false call, other	10/04/2020	523 N Main St	34/74
2020-15656	700 - False alarm or false call, other	10/20/2020	180 E Butler Ave	34/74
Total # Incidents for 27:				2
<b>ZONE: 28 - Doylestown Boro</b>				
2020-15895	111 - Building fire	10/25/2020	375 W Court St	34/74
Total # Incidents for 28:				1
<b>ZONE: 29 - Doylestown Twp.</b>				
2020-14804	162 - Outside equipment fire	10/04/2020	159 Almshouse Road	34/74
Total # Incidents for 29:				1
<b>ZONE: 47 - New Britian Boro</b>				
2020-15140	400 - Hazardous condition, other	10/10/2020	270 N Tamenend Ave	34/74
2020-15582	700 - False alarm or false call, other	10/19/2020	43 Bristol Road	34/74
2020-15816	611 - Dispatched & cancelled en route	10/23/2020	900 Town Center	34/74
2020-15885	700 - False alarm or false call, other	10/24/2020	376 W Butler Ave	34/74
2020-16043	611 - Dispatched & cancelled en route	10/28/2020	43 Bristol Road	34/74
2020-16074	700 - False alarm or false call, other	10/28/2020	100 Aarons Ave	34/74
Total # Incidents for 47:				6
<b>ZONE: 47-MT - Montgomery Twp.</b>				
2020-14725	111 - Building fire	10/02/2020	117 Stafford Cir	34/74
2020-15195	111 - Building fire	10/12/2020	105 Citadel Ct	34/74
2020-15999	111 - Building fire	10/27/2020	124 Oxford Lane	34/74
Total # Incidents for 47-MT:				3
<b>ZONE: 48 - New Britian Twp.</b>				
2020-14704	400 - Hazardous condition, other	10/02/2020	102 Cedar Hill Road	34/74
2020-14873	700 - False alarm or false call, other	10/06/2020	111 New Britain Blvd	34/74
2020-15020	611 - Dispatched & cancelled en route	10/08/2020	366 Ferry Road	34/74
2020-15154	700 - False alarm or false call, other	10/11/2020	207 Hampshire Dr	34/74
2020-15205	700 - False alarm or false call, other	10/12/2020	824 Long Meadow Dr	34/74
2020-15435	444 - Power line down	10/16/2020	E Cornwall Drive & Route 152	34/74
2020-15594	611 - Dispatched & cancelled en route	10/19/2020	165 Creek Rd	34/74
2020-15706	700 - False alarm or false call, other	10/21/2020	1200 Anthem Way	34/74
2020-15980	600 - Good intent call, other	10/26/2020	312 Ferry Road	34/74
2020-16113	700 - False alarm or false call, other	10/29/2020	200 Brittany Dr	34/74
2020-16118	611 - Dispatched & cancelled en route	10/29/2020	425 Old Iron Hill Road	34/74

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



emergencyreporting.com

Doc Id: 380

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2020-2014909	611 - Dispatched & cancelled en route	10/06/2020	325 Old Limekiln Road	34/74
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Total # Incidents for 48: 12

**TOTAL # INCIDENTS: 25**

Only REVIEWED incidents included. Archived Zones cannot be unarchived.





# Dublin Volunteer Fire Company

Month: **October 2020**

FIRE CALLS ANSWERED		OTHER PERTINENT INFORMATION	
Apartment			
Assists			
Engine		Time in Service	3 Hrs 38 Min
Field		Total Man Hours	31 Hrs 10 Min
Full Company		Average Call Length	19 Min
Ladder			
Rescue			
Squad			
Tanker		Total Personnel	96
Air Medical Evacuation		Total Ave. Personnel per Call	9
Alarm System	5		
Auto Extrication	1	Firefighters Per Call	8
Auto Response	1	Fire Police Per Call	0.5
Barn			
Brush	2		
Building		Borough/Township	
Chimney			
CO Alarm		Bedminister Township	5
Corn Dryer		Dublin Borough	1
Cover/Up		East Rock Hill Township	1
Cover/Up Assist		Hilltown Township	2
Dumpster		New Britainn Township	2
Dwelling		Plumstead Township	
Extinguished Dwelling	1	Nockamixon Township	
Fuel Spill		Tinicum Township	
Fumes Outside		Perkasie Borough	
Garage			
Hazardous Material			
Investigation			
Oil Burner			
Rubish			
Special Assignment	1		
Stand by Accident			
Other Chiefs Page			
Wires in Dwelling			
Wires			
Total Number of Calls	11	Total Number of Calls	11

Signature of Chief

*Saron Nugent*



## New Britain Township

207 Park Avenue  
Chalfont, PA 18914  
Phone: (215) 822-1391  
Fax: (215) 822-6051  
nbt@newbritaintownship.org

## Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2020-11071-B4	10/30/2020	4275 COUNTY LINE ROAD	Building	Commercial	Approved
2020-11094-B1	10/15/2020	101 DOLLY LANE	Building	Residential	Approved
2020-11099-B1	10/15/2020	342 OLD LIMEKILN ROAD	Building	Residential	Approved
2020-11104-B1	10/21/2020	301 MILL RIDGE DRIVE	Building	Residential	Approved
2020-11108-B2	10/28/2020	400 OLD IRON HILL ROAD	Building	Residential	Approved
2020-11109-B2	10/28/2020	396 OLD IRON HILL ROAD	Building	Residential	Approved
2020-11124-B1	10/28/2020	4371 COUNTY LINE ROAD	Building	Commercial	Approved
2020-10834-E3	10/02/2020	109 KING ROAD	Electrical	Residential	Approved
2020-10860-E3	10/29/2020	11 KELLER ROAD	Electrical	Residential	Approved
2020-11022-E1	10/29/2020	215 WILLOW WOOD DRIVE	Electrical	Residential	Approved
2020-11056-E1	10/09/2020	7 BROOKDALE DRIVE	Electrical	Residential	Approved
2020-11057-E1	10/07/2020	35 FERRY ROAD	Electrical	Residential	Approved
2020-11062-E3	10/28/2020	555 NEW GALENA ROAD	Electrical	Residential	Approved
2020-11063-E3	10/28/2020	561 NEW GALENA ROAD	Electrical	Residential	Approved
2020-11093-E1	10/13/2020	128 BATES DRIVE	Electrical	Residential	Approved
2020-11094-E2	10/15/2020	101 DOLLY LANE	Electrical	Residential	Approved
2020-11099-E2	10/15/2020	342 OLD LIMEKILN ROAD	Electrical	Residential	Approved
2020-11108-E3	10/28/2020	400 OLD IRON HILL ROAD	Electrical	Residential	Approved
2020-11109-E3	10/28/2020	396 OLD IRON HILL ROAD	Electrical	Residential	Approved
2020-10834-F6	10/02/2020	109 KING ROAD	Fire	Residential	Approved
2020-10891-F6	10/08/2020	1456 FERRY ROAD STE 704	Fire	Residential	Approved



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2020-11062-F6	10/28/2020	555 NEW GALENA ROAD	Fire	Residential	Approved
2020-11063-F6	10/28/2020	561 NEW GALENA ROAD	Fire	Residential	Approved
2020-10834-M5	10/02/2020	109 KING ROAD	Mechanical	Residential	Approved
2020-11062-M5	10/28/2020	555 NEW GALENA ROAD	Mechanical	Residential	Approved
2020-11063-M5	10/28/2020	561 NEW GALENA ROAD	Mechanical	Residential	Approved
2020-11088-M1	10/08/2020	125 CAMBRIDGE PLACE	Mechanical	Residential	Approved
2020-11119-M1	10/26/2020	124 DOLLY CIRCLE	Mechanical	Residential	Approved
2020-10834-P4	10/02/2020	109 KING ROAD	Plumbing	Residential	Approved
2020-11062-P4	10/28/2020	555 NEW GALENA ROAD	Plumbing	Residential	Approved
2020-11063-P4	10/28/2020	561 NEW GALENA ROAD	Plumbing	Residential	Approved
2020-11079-P1	10/06/2020	142 CIRCLE DRIVE	Plumbing	Residential	Closed
2020-11092-P1	10/12/2020	202 SELLERSVILLE ROAD	Plumbing	Residential	Closed
2020-11094-P3	10/15/2020	101 DOLLY LANE	Plumbing	Residential	Approved
2020-11121-P1	10/26/2020	107 PEGGY LANE	Plumbing	Residential	Approved
2020-11127-P1	10/28/2020	201 POPLAR ROAD	Plumbing	Residential	Closed
2020-11069-RO1	10/05/2020	CURLEY MILL ROAD	Road Occupancy	Residential	Approved
2020-11073-RO1	10/07/2020	BRITTANY DRIVE	Road Occupancy	Residential	Approved
2020-11074-RO1	10/07/2020	19 HICKORY LANE	Road Occupancy	Residential	Approved
2020-11080-RO1	10/07/2020	103 SUGAR BUSH COURT	Road Occupancy	Residential	Closed
2020-11105-RO1	10/19/2020	193 LENAPE DRIVE	Road Occupancy	Residential	Closed
2020-11125-RO1	10/28/2020	CURLEY MILL ROAD	Road Occupancy	Residential	Approved



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2020-11129-RO1	10/28/2020	6 HICKORY LANE	Road Occupancy	Residential	Approved
2020-11136-RO1	10/30/2020	119 RICHARD DRIVE	Road Occupancy	Residential	Closed
2020-11110-S1	10/23/2020	4275 COUNTY LINE ROAD	Sign	Commercial	Approved
2019-9940-UO7	10/15/2020	149 KING ROAD	Use & Occupancy	Residential	Closed
2020-10765-UO1	10/12/2020	2007 UPPER STUMP ROAD	Use & Occupancy	Residential	Closed
2020-10808-UO1	10/12/2020	22 BROOKDALE DRIVE	Use & Occupancy	Residential	Closed
2020-10958-UO1	10/06/2020	230 VILLAGE WAY	Use & Occupancy	Residential	Closed
2020-10985-UO2	10/05/2020	4275 COUNTY LINE ROAD	Use & Occupancy	Commercial	Closed
2020-10991-UO1	10/05/2020	118 CAMBRIDGE PLACE	Use & Occupancy	Residential	Closed
2020-10997-UO1	10/22/2020	137 NEW GALENA ROAD	Use & Occupancy	Residential	Closed
2020-11011-UO1	10/13/2020	311 SELLERSVILLE ROAD	Use & Occupancy	Residential	Closed
2020-11014-UO1	10/07/2020	204 W FAIRWOOD DRIVE	Use & Occupancy	Residential	Closed
2020-11026-UO1	10/05/2020	819 NEW GALENA ROAD	Use & Occupancy	Residential	Closed
2020-11032-UO1	10/06/2020	5202 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2020-11033-UO1	10/06/2020	4106 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2020-11034-UO1	10/06/2020	7202 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2020-11035-UO1	10/05/2020	216 UPPER STUMP ROAD	Use & Occupancy	Residential	Closed
2020-11043-UO1	10/21/2020	412 HAMPTON COURT	Use & Occupancy	Residential	Closed
2020-11045-UO1	10/14/2020	416 REMINGTON COURT	Use & Occupancy	Residential	Closed
2020-11046-UO1	10/20/2020	90 PALACE COURT	Use & Occupancy	Residential	Closed
2020-11048-UO1	10/13/2020	235 INVERNESS CIRCLE	Use & Occupancy	Residential	Closed





## New Britain Township

207 Park Avenue  
Chalfont, PA 18914  
Phone: (215) 822-1391  
Fax: (215) 822-6051  
nbt@newbritaintownship.org

## Permit List

<b>Permit Number</b>	<b>Issued Date</b>	<b>Site Address</b>	<b>Permit Type</b>	<b>Application Type</b>	<b>Status</b>
2020-11051-U01	10/14/2020	312 PARK AVENUE	Use & Occupancy	Residential	Closed
2020-11059-U01	10/12/2020	133 HAMPSHIRE DRIVE	Use & Occupancy	Residential	Closed
2020-11062-U07	10/28/2020	555 NEW GALENA ROAD	Use & Occupancy	Residential	Approved
2020-11067-U01	10/12/2020	4 PATRICIA CIRCLE	Use & Occupancy	Residential	Closed
2020-11081-U01	10/13/2020	81 LITTLE FARM LANE	Use & Occupancy	Residential	Closed
2020-11082-U01	10/27/2020	107 CRESCENT DRIVE	Use & Occupancy	Residential	Closed
2020-11083-U01	10/13/2020	220 UPPER STUMP ROAD	Use & Occupancy	Residential	Closed
2020-11089-U01	10/14/2020	366 VILLAGE WAY	Use & Occupancy	Residential	Closed
2020-11091-U01	10/19/2020	202 WILLOW WOOD DRIVE	Use & Occupancy	Residential	Closed
2020-11097-U01	10/28/2020	102 DEVON ROAD	Use & Occupancy	Residential	Closed
2020-11098-U01	10/28/2020	206 REMINGTON COURT	Use & Occupancy	Residential	Closed
2020-11100-U01	10/19/2020	3101 GREY FRIARS TERRACE	Use & Occupancy	Residential	Closed
2020-11102-U01	10/26/2020	294 BRISTOL ROAD	Use & Occupancy	Residential	Closed
2020-11103-U01	10/28/2020	104 SOLWAY CIRCLE	Use & Occupancy	Residential	Closed
2020-11123-U01	10/27/2020	325 MYSTIC VIEW CIRCLE	Use & Occupancy	Residential	Closed
2020-11096-W1	10/13/2020	91 CREEK ROAD	Well	Residential	Approved
2019-10211-Z1	10/26/2020	161 S LIMEKILN PIKE	Zoning	Residential	Approved
2020-10860-Z1	10/23/2020	11 KELLER ROAD	Zoning	Residential	Approved
2020-10990-Z1	10/26/2020	654 FERRY ROAD	Zoning	Commercial	Approved
2020-11058-Z1	10/02/2020	322 BUTLER DRIVE	Zoning	Residential	Approved
2020-11061-Z1	10/02/2020	200 CAYUGA CIR	Zoning	Residential	Approved



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## Permit List

<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2020-11062-Z1	10/16/2020	555 NEW GALENA ROAD	Zoning	Residential	Approved
2020-11063-Z1	10/16/2020	561 NEW GALENA ROAD	Zoning	Residential	Approved
2020-11064-Z1	10/16/2020	25 ELAINES LANE	Zoning	Residential	Approved
2020-11066-Z1	10/05/2020	20 BROOKDALE DRIVE	Zoning	Residential	Approved
2020-11072-Z1	10/06/2020	HORIZON DRIVE	Zoning	Commercial	Approved
2020-11101-Z1	10/26/2020	8 SKYLINE DRIVE	Zoning	Commercial	Approved
2020-11108-Z1	10/23/2020	400 OLD IRON HILL ROAD	Zoning	Residential	Approved
2020-11109-Z1	10/23/2020	396 OLD IRON HILL ROAD	Zoning	Residential	Approved
2020-11111-Z1	10/26/2020	9 ELAINES LANE	Zoning	Residential	Approved
2020-11112-Z1	10/20/2020	301 MILL RIDGE DRIVE	Zoning	Residential	Approved
2020-11113-Z1	10/30/2020	274 CALLOWHILL ROAD	Zoning	Residential	Approved
2020-11114-Z1	10/29/2020	474 NEW GALENA ROAD	Zoning	Residential	Approved
2020-11115-Z1	10/28/2020	169 SELLERSVILLE ROAD	Zoning	Residential	Approved
2020-11126-Z1	10/28/2020	353 W BOULDER DRIVE	Zoning	Residential	Approved
2020-11130-Z1	10/28/2020	315 DOROTHY LANE	Zoning	Residential	Approved
2020-10833-B1	10/13/2020	134 CIRCLE DRIVE	Building	Residential	Approved
2020-10834-B2	10/02/2020	109 KING ROAD	Building	Residential	Approved
2020-10860-B2	10/29/2020	11 KELLER ROAD	Building	Residential	Approved
2020-11024-B1	10/20/2020	807 LONGMEADOW COURT	Building	Residential	Approved
2020-11038-B1	10/29/2020	654 FERRY ROAD	Building	Commercial	Approved
2020-11062-B2	10/28/2020	555 NEW GALENA ROAD	Building	Residential	Approved



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## Permit List

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<u>Permit Number</u>	<u>Issued Date</u>	<u>Site Address</u>	<u>Permit Type</u>	<u>Application Type</u>	<u>Status</u>
2020-11063-B2	10/28/2020	561 NEW GALENA ROAD	Building	Residential	Approved

**October 2020 MONTHLY REPORT  
NEW BRITAIN TOWNSHIP POLICE DEPARTMENT**

	<u>Oct-20</u>	<u>YTD-20</u>	<u>Oct-19</u>	<u>YTD-19</u>
<b>HOMICIDE</b>	0	0	0	0
<b>RAPE</b>	0	0	0	0
<b>ROBBERY</b>	0	0	0	0
<b>ASSAULT</b>	1	9	1	10
AGGRAVATED	0	0	0	1
SIMPLE	1	9	1	9
<b>DOMESTIC VIOLENCE</b>	0	0	0	0
<b>BURGLARIES</b>	0	3	1	2
COMMERICAL	0	1	0	0
RESIDENTIAL	0	2	1	2
<b>FRAUD</b>	1	24	1	29
<b>THEFT</b>	9	40	8	40
COMMERCIAL	0	2	0	3
RESIDENTIAL	0	4	2	8
FROM VEHICLE	2	4	1	5
BICYCLE	0	1	0	1
RETAIL	1	11	3	8
OTHER	6	22	2	15
<b>DISTURBANCE</b>	14	161	12	208
<b>HARASSMENT /DISORDERLY</b>	4	12	0	14
<b>SEXUAL ASSAULT</b>	0	1	0	0
<b>STOLEN VEHICLE</b>	0	3	0	0
VEHICLES RECOVERED:	0	2	0	0
BY OUR DEPT	0	2	0	0
BY ANOTHER DEPT	0	0	0	0
<b>ARSON</b>	0	0	1	1
<b>VANDALISM/CRIM MISCHIEF</b>	3	10	1	12
<b>MOTOR VEH ACCIDENTS</b>	21	159	29	225
NON REPORTABLE	13	102	16	141
REPORTABLE	8	46	13	84
ACCIDENT INVOLVING INJURY	2	26	5	40
ACCIDENTS INV PROP DAMAGE	2	25	4	33
ACCIDENT INVOLVING DEATH	0	0	1	2
<b>MISSING PERSONS</b>	0	3	1	14
JUVENILES	0	2	0	8
ADULTS	0	1	1	6
<b>ALARMS</b>	39	309	55	366
FOUNDED	0	0	0	0
UNFOUNDED	29	244	46	304
FIRE	10	64	9	62



<b>ASSISTS</b>	<b>24</b>	<b>222</b>	<b>18</b>	<b>247</b>
<i>FIRE</i>	3	226	1	32
<i>OTHER POLICE</i>	21	196	16	214
<b>MEDICAL EMERGENCY</b>	<b>27</b>	<b>385</b>	<b>53</b>	<b>434</b>
<b>DEATH INVESTIGATION</b>	<b>1</b>	<b>10</b>	<b>2</b>	<b>13</b>
<b>DOMESTIC SITUATION</b>	<b>9</b>	<b>66</b>	<b>12</b>	<b>78</b>
<b>CITATIONS ISSUED</b>	<b>12</b>	<b>676</b>	<b>69</b>	<b>592</b>
<b>WARNING ISSUED</b>	<b>48</b>	<b>650</b>	<b>42</b>	<b>647</b>
<b>PARKING TICKETS</b>	<b>0</b>	<b>17</b>	<b>2</b>	<b>26</b>
<b>ASSIST DISABLED</b>	<b>5</b>	<b>51</b>	<b>1</b>	<b>45</b>
<b>ASSIST PUBLIC</b>	<b>7</b>	<b>120</b>	<b>10</b>	<b>139</b>
<b>ANIMAL COMPL</b>	<b>1</b>	<b>55</b>	<b>10</b>	<b>73</b>
<b>STRUCK DEER</b>	<b>7</b>	<b>27</b>	<b>9</b>	<b>47</b>
<b>SUSP PERSON/VEH</b>	<b>20</b>	<b>197</b>	<b>14</b>	<b>180</b>
<b>TOTAL INCIDENTS</b>	<b>123</b>	<b>4,706</b>	<b>514</b>	<b>5,119</b>
<b>TOTAL MILES</b>	<b>9,995</b>	<b>95,364</b>	<b>9,069</b>	<b>102,283</b>
<b>TOTAL GAS</b>	<b>0</b>	<b>0</b>	<b>874</b>	<b>3,906</b>
<b># PERSONS ARRESTED</b>	<b>5</b>	<b>56</b>	<b>5</b>	<b>68</b>
<i>ADULTS</i>	5	52	4	63
<i>JUVENILES</i>	0	5	1	5
<b>DUI ARREST</b>	<b>1</b>	<b>16</b>	<b>1</b>	<b>28</b>
<b>DRUG VIOLATION</b>	<b>0</b>	<b>19</b>	<b>2</b>	<b>13</b>
<b>PUBLIC DRUNKENESS</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>1</b>

# NEW BRITAIN TOWNSHIP DEPARTMENTAL REPORT

## OCTOBER 2020

**\*COVID-19 :** We had one employee test positive for coronavirus. After finding that out, he was isolated from the rest of the crew and quarantined until he was cleared to return. All Public Works employees were instructed to get tested and could not return to work until a negative test was reported.

**Drainage:** Drainage was checked several times. We backfilled road edges where we paved on Cheesefactory Rd. We started leaf blowing on open road ditch lines and will continue through November until all leaves come down.

**Equip. Maint:** All salt spreaders were installed on dump trucks in preparation for the winter season. The paver, roller and paint machine were all winterized after this years usage.

**Prop. Maint:** We replaced the well pump at the Coleman Property, it supplies water to the apartment. Flushed all the lines when completed. We will be winterizing the apartment in the near future. We replaced/ rebuilt the walking bridge in Brittany Farms Park, the old one was collapsing and removed from the site.

**Other:** We dug test pits at Cotton Park. We continued to maintain road banks, parks, ballfields, and open spaces.

### HOURS

<b>DRAINAGE:</b>	<b>118.5</b>	<b>HRS.</b>
<b>PATCHING:</b>	<b>30</b>	<b>HRS.</b>
<b>EQUIPMENT MAINT:</b>	<b>167</b>	<b>HRS.</b>
<b>TWP. PROPERTY MAINT:</b>	<b>388.5</b>	<b>HRS.</b>
<b>BALLFIELD MAINT:</b>	<b>15</b>	<b>HRS.</b>
<b>BRUSHING:</b>	<b>32.5</b>	<b>HRS.</b>
<b>OTHER:</b>	<b>140</b>	<b>HRS.</b>





The Almshouse Neshaminy Manor Center 1260 Almshouse Road  
Doylestown, Pennsylvania 18901 215.345.3400 FAX 215.345.3886  
E-mail: [bcpc@buckscounty.org](mailto:bcpc@buckscounty.org)

PLANNING COMMISSION:

Craig E. Bryson, *Chairman*  
R. Tyler Tomlinson, Esq., *Vice Chairman*  
Edward Kisselback Jr., *Secretary*

Joan M. Cullen  
Richard Donovan  
David R. Nyman  
Carol A. Pierce  
Tom Tosti  
Walter S. Wydro

Evan J. Stone  
*Executive Director*

**MEMORANDUM**

To: New Britain Township Board of Supervisors  
New Britain Township Planning Commission

From: Bucks County Planning Commission

Date: November 4, 2020

Subject: BCPC #26-20-1R  
Proposal to Amend the Zoning Ordinance—Various  
Applicant: Board of Supervisors  
Date Received: October 14, 2020  
Hearing Date: November 16, 2020

In accordance with the provisions of Sections 304 and 609 of the Pennsylvania Municipalities Planning Code, this proposal was sent to the Bucks County Planning Commission for review. The following review has been prepared by the staff and endorsed by the Bucks County Planning Commission at a meeting held on November 4, 2020.

**GENERAL INFORMATION**

Proposed Action: Amend the zoning ordinance to add a new use and provide regulations for short-term rental; amend the wireless telecommunications use; and amend signs requirements. Other actions include various zoning ordinance amendments that are contained throughout the entire ordinance, including definitions, use regulations, and other general provisions. This submission is the same as the previous submission reviewed by the Bucks County Planning Commission (BCPC #26-20-1, dated October 7, 2020), with the exception of revisions to proposed use H16 Short-Term Rental and the deletion of proposed use J35 Planned Integrated Development.

Proposed Zoning Ordinance Provisions:

- Section 27-201. (Definitions) will be amended to revise the following definitions:
  - Agricultural Soils
  - Building Coverage Ratio
  - Hydric Soils
  - Impervious Surface Ratio
  - Animal Equivalent Unit
  - Nonresidential Zoning District
  - Residential Zoning District
  - Soils on Floodplain



- Section 27-201. (Definitions) will be amended to add the following new definitions for “Buildable Area,” and “Site Area, Ratio Base.”
- Section 27-305. (Use Definitions and Regulations) will be amended in the following ways:
  - General Farming (Subsection 27-305-A.A1.), Crop Farming (Subsection 27-305-A.A4.), and Riding Academy/Stable (Subsection 27-305.A.A10.) will be revised to account for animal density (i.e., newly defined Animal Equivalent Units).
  - Commercial Kennel (Subsection 27-305-A.A9.) and Household Pets (Section 27-305.H.H13.) will be revised to limit the number of animals kept on the premises.
  - General Farming (Subsection 27-305-A.A1.), Crop Farming (Subsection 27-305-A.A4.), Nursery (Subsection 27-305-A.A6.), and Riding Academy/Stable (Subsection 27-305.A.A10.) will be revised to limit the number of dwelling units in these use categories to one single-family detached dwelling unit per lot.
  - Commercial Kennel (Subsection 27-305-A.A9.) will be revised to limit the daily hours of operation for all kennels to between the hours of 7:00 AM and 7:00 PM.
  - Cluster Subdivision (Subsection 27-305-B.B2.) will be revised in various areas, including buffer yards, open space, and water and sanitary facilities.
  - Commercial Swimming Pool (Subsection 27-305.E.E4.) will be revised to include more robust regulations regarding equipment, lighting, drainage, and other standards.
- Section 27-305.G.G4. (Wireless Telecommunications Facility) will be amended to add standards for small wireless facilities.
- Section 27-305.H. will be amended to include Use H16 Short Term Rental, adding language relating to definitions, standards, and application and permitting.
- Section 27-502.b. and Section 27-503. will be amended to allow for less restrictive area and dimensional standards and base site calculations for B1 Single-family Detached Dwelling uses in the Watershed District.
- Section 27-1401.a. will be amended to remove Use B7 Apartment Building as a use permitted by-right in the C-3 Commercial District.
- Section 27-1601. will be amended to not permit Use C4 Group Home as a by-right use in the IN Institutional District and instead permit by special exception in the same district.
- Section 27-2101. and 2102. will be amended to clarify regulations related to minimum lot area and exceptions to minimum lot area.
- Part 26 – Signs will be replaced in full with a revised version which reorganizes sign regulations to include the following provisions:
  - Scope and Applicability
  - Definitions
  - Prohibited Signs
  - Exempt Signs
  - General Sign Regulations
  - Sign Height and Area
  - Sign Type Specific Regulations
  - Signs Allowed in All Zoning Districts and in Conjunction with All Uses
  - Signs Allowed in Conservation and Residential Districts
  - Signs Allowed in Institutional, Office, and Industrial Districts
  - Signs Allowed in Commercial Districts
  - Special Sign Regulations for Specific Uses
  - Off-Premises Signs

- Permits and Applications
- Maintenance
- Removal of Unpermitted, Unlawful, Unsafe, or Abandoned Signs
- Nonconforming Signs
- Section 27-2802. and 2803. will be amended to reflect revised buffer yards provisions as they relate to buffer width, planting options, and certain approved flowering trees and plants.
- Section 27-2902. and 27-2905. will be amended to reflect revisions to parking provisions as they relate to submission of a site plan, guest parking, trailer parking, and commercial truck or van parking.

## COMMENTS

The revised version of the proposed amendment has addressed our comment related to proposed use H16 Short-Term Rentals raised in the BCPC review of October 7, 2020 (BCPC #26-20-1). Based on the proposed revisions, the following comments from our previous review are still applicable:

1. **Pigeon and other fowl**—Proposed Section 27-305.H.H13. Household Pets outlines certain requirements for keeping pigeon and other fowl on a noncommercial basis.

The township should also consider adding additional requirements for the ownership of chickens. Related requirements can include the following:

- Size standards for a coop, henhouse, chicken run or enclosure: 5 square feet of space for each chicken as well as 10 square feet of space for each chicken within a chicken run.
- Chicken enclosures shall not be located in the front yard.
- All chicken feed must be kept in a vermin-proof, airtight container.
- Slaughter is allowed when conducted in the private residence of the chicken keeper.
- Chicken waste shall be stored and disposed in a manner consistent with Chapter 91 of the Pennsylvania Code.

The township should also specify the types of fowl permitted and not permitted. Besides chickens, other various types of fowl that are sometimes associated with residential uses are turkeys, ducks, swan, pigeons, emu, and ostrich. Other animals of concern in residential districts (in addition to dogs, cats, and horses) that the township may wish to regulate are swine, sheep, goats, ponies, and alpacas.

2. **Group home**—The amendment proposes to permit Use C4 Group Home by special exception in the IN Institutional District. The use is defined as “involving the residence of more than one person who may or may not be related by blood, marriage, adoption or formal foster relationship to a family living in a dwelling unit, need nonroutine support services, and who reside in a family-like residential environment.” The Fair Housing Act prohibits municipalities and other local government entities from making zoning or land use decisions or implementing land use policies that exclude or otherwise discriminate against individuals with disabilities. Specifically, a municipality may not require additional studies or procedural steps or unnecessarily delay decision-making when considering a development that may be occupied by members of the protected classes. We recommend that this provision not be adopted.
3. **Small wireless facilities**—The proposed amendment adds standards for small wireless facilities (SWF). SWF, which is also known as small cell wireless facilities, is distinct from distributed antenna systems

(DAS). SWF, are small versions of conventional cell base sites with antennae, and small towers. They have an individual power supply, use a single frequency, and provide for only a single-carrier.

DAS is a network of multiple antennae with multiple frequencies serving multiple carriers. A number of DAS antennae have been built in Doylestown Borough and Doylestown Township on wooden poles. The Pennsylvania Supreme Court has confirmed that DAS network operators are utilities consistent with federal law. With status as utilities, they have access to the right-of-way and power of eminent domain. We recommend that the township include language that differentiates DAS from SWF.

We would appreciate being notified of the board of supervisors' decision regarding this matter. If the amendment is adopted, please send a copy within 30 days as required by Section 609(g) of the Pennsylvania Municipalities Planning Code.

JWS:dc

cc: Peter Nelson, Esq., Grim, Biehn & Thatcher, Township Solicitor (via email)  
Eileen Bradley, Township Manager (via email)

**TOWNSHIP OF NEW BRITAIN  
BUCKS COUNTY, PENNSYLVANIA**

**ORDINANCE NO.: 2020-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, PENNSYLVANIA; PROVIDING FOR THE AMENDMENT OF CHAPTER 27, ZONING, OF THE NEW BRITAIN TOWNSHIP CODE BY ADOPTING NEW DEFINITIONS AND REVISING EXISTING DEFINITIONS; REVISING AGRICULTURAL USE REGULATIONS CONCERNING ANIMAL DENSITY AND RESIDENCES; REVISING REGULATIONS REGARDING B2 CLUSTER DEVELOPMENT, E4 COMMERCIAL SWIMMING POOLS, G4 WIRELESS TELECOMMUNICATION FACILITIES, H4 NONCOMMERCIAL SWIMMING POOLS, H13 HOUSEHOLD PETS, AND J16 GUEST HOUSE USES; REVISING REGULATIONS APPLICABLE TO MEDICAL, GENERAL, AND SALES OFFICES; ESTABLISHING NEW H16 SHORT TERM RENTAL USE; REVISING WATERSHED DISTRICT REQUIREMENTS; AMENDING PERMITTED USES IN RESIDENTIAL, ~~C-1~~, C-3, AND IN DISTRICTS; REVISING REGULATIONS IN THE C-3, I, AND IO DISTRICTS; REVISING MINIMUM LOT AREA REQUIREMENTS; REWRITING PART 26 CONCERNING SIGN REGULATIONS; REVISING OPEN SPACE, BUFFER, AND PARKING STANDARDS; REVISING ATTACHMENT 2; AND CORRECTING TYPOGRAPHICAL ERRORS.**

**NOW THEREFORE**, be it, and it is hereby ENACTED and ORDAINED by the Board of Supervisors of the Township of New Britain, Bucks County, Commonwealth of Pennsylvania, as follows:

**ARTICLE I                      Definitions**

The existing definitions of “Agricultural Soils”, “Building Coverage Ratio”, “Hydric Soils”, and “Impervious Surface Ratio” found in Section 27-201 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**AGRICULTURAL SOILS**

Those soils that have been designated by the Natural Resource Conservation Service of the U.S. Department of Agriculture as Capability Class I Land, Capability Class II Land, and Capability Class III Land. These soils are best suited for producing food, feed, forage, fiber, and oilseed crops and also available for these uses based upon their soil quality, growing season, and moisture supply needed to produce high yield crops. For purposes of this chapter, the most current Official Soil Survey of Bucks County, Pennsylvania provided by the United States Department of Agriculture, Natural



Resources Conservation Service, Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/>), as amended, shall be utilized in determining soil classifications for either use or preservation.

### **BUILDING COVERAGE RATIO**

This ratio is a measurement of the intensity of the use of a piece of land. It is determined by dividing the total area of building coverage on a lot or site by the ratio base site area.

### **HYDRIC SOILS**

A soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of wetlands vegetation as listed in the most current Official Soil Survey of Bucks County, Pennsylvania provided by the United States Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/>), as amended. Wetlands vegetation are those plant species that have adapted to the saturated soils and periodic inundations occurring in wetlands

### **IMPERVIOUS SURFACE RATIO**

The impervious surface ratio is a measure of the intensity of use of a piece of land. It is measured by dividing the total area of all impervious surfaces within a lot or site by the ratio base site area.

## **ARTICLE II                      Definitions**

New definitions of “Animal Equivalent Unit”, “Nonresidential Zoning District”, and “Residential Zoning District” are hereby added alphabetically to Section 27-201, General Definitions, of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

### **ANIMAL EQUIVALENT UNIT**

An Animal Equivalent Unit (AEU) is equal to one thousand (1,000) pounds of live weight of livestock or poultry animals, regardless of the actual numbers of animals.

### **NONRESIDENTIAL ZONING DISTRICTS**

The following are nonresidential zoning districts: C/R Conservation and Recreation District, C-1 Commercial District, C-2 Commercial District, C-3 Commercial District, OP Office Park District, IN Institutional District, I Industrial District, IO Industrial/Office District.

### **RESIDENTIAL ZONING DISTRICTS**

The following are residential zoning districts: WS Watershed District, SR-1 Suburban Residential District, SR-2 Suburban Residential District, RR Residential District, VR Village Residential District, MHP and Mobile Home Park District.

**ARTICLE III.                  Definitions**

A new definition of “Buildable Area” is hereby added alphabetically under the existing definition of “Area” found in Section 27-201, General Definitions, of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

**a.          BUILDABLE AREA**

The area of a lot or site that is free of any development, disturbance, and/or building restrictions, including, but not limited to required setbacks or yards, buffers, open space, protected natural resources, easements, and rights-of-way. On a lot, the buildable area is synonymous with the building envelope.

**ARTICLE IV                  Definitions**

A new definition of “Site Area, Ratio Base” is hereby added alphabetically under the existing definition of “Site Area” found in Section 27-201, General Definitions, of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

**c.          SITE AREA, RATIO BASE**

The ratio base site area is the portion of the base site area which is used to calculate the building coverage ratio and impervious surface ratio for a lot or site. The ratio base site area is the area of the lot or site remaining after subtracting the following types of lands from the base site area: within the ultimate road rights-of-way of proposed roads; within proposed utility rights-of-way or easements; proposed to be set aside, reserved, and/or restricted for stormwater management, open space, and/or recreation purposes; and/or covered by 100% protected natural resources as set forth in Article 24 of this Chapter (i.e.: Watercourses, Riparian Buffers, Floodplains, Floodplain Soils, Wetlands, and Lakes/Ponds). The ratio base site area for a single lot not undergoing or included in a subdivision or land development shall include any lands covered or proposed to be covered by a conservation easement, even if such lands are not part of the base site area for that lot.

**ARTICLE V                  Definitions**

The existing definition of “Soils on Floodplain” found in Section 27-201 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**SOILS ON FLOODPLAIN**

Areas subject to periodic flooding or listed in the most current Official Soil Survey provided by the United States Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/>), as amended, as soils having a flood frequency other than none. Such soils shall include, but may not be limited to, the following soil types: Bowmansville-Knauers silt loam (Bo),

Buckingham silt loam (BwB), and Rowland silt loam (Ro). A landowner may submit detailed soil profiles and a report to the Township for the purpose of determining an alluvial soil classification, which the Township may or may not accept as the correct boundary of soils on a floodplain.

**ARTICLE VI. Use Regulations – General Farming**

Subsection 27-305.A.A1.b.5 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

5. Animal density shall not exceed one (1) Animal Equivalent Units per acre on an annualized basis for the first five (5) acres in a lot. For every acre over five (5) acres in a lot, the animal density shall not exceed two (2) Animal Equivalent Units per acre on an annualized basis. Farmland in the Township owned or rented on an annual basis by the property owner, but not physically connected to the property, may be used to meet this requirement.

**ARTICLE VII. Use Regulations – General Farming**

Subsection 27-305.A.A1.b.8 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

8. This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE VIII. Use Regulations – Crop Farming**

Subsection 27-305.A.A2.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 3 that shall read as follows:

3. This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE IX.**                    **Use Regulations – Intensive Agricultural**

Subsection 27-305.A.A4.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 11 that shall read as follows:

11.     Animal density shall not exceed two (2) Animal Equivalent Units per acre on an annualized basis. Farmland in the Township owned or rented on an annual basis by the property owner, but not physically connected to the property, may be used to meet this requirement.

**ARTICLE X.**                    **Use Regulations - Nursery**

Subsection 27-305.A.A6.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 6 that shall read as follows:

6.     This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE XI.**                    **Use Regulations – Commercial Kennel**

Subsection 27-305.A.A9.b.3 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

3.     The total number of dogs, cats, and other domestic pets on the property shall not exceed ten (10) pets per acre, excluding pets under three (3) months old.

**ARTICLE XII.**                    **Use Regulations – Commercial Kennel**

Subsection 27-305.A.A9.b.13 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

13.    The daily hours of operation for all kennels shall be limited to between 7:00 a.m. and 7:00 p.m.

**ARTICLE XIII.**                    **Use Regulations – Riding Academy/Stable**

Subsection 27-305.A.A10.b.5 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

5. Animal density shall not exceed two (2) Animal Equivalent Units per acre on an annualized basis. Farmland in the Township owned or rented on an annual basis by the property owner, but not physically connected to the property, may be used to meet this requirement

**ARTICLE XIV. Use Regulations – Riding Academy/Stable**

Subsection 27-305.A.A10.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 8 that shall read as follows:

8. This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE XV. Use Regulations – Cluster Subdivision**

Subsection 27-305.B.B2 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

**B2. Cluster Subdivision.**

- a. Definition. Detached single-family dwelling units on individual lots with private yards on all sides of the house and where the lots are clustered to preserve common open space.
- b. Regulations.
  1. Permitted Uses in a Cluster Subdivision:
    - (a) Single-family detached dwelling and permitted accessory uses.
  2. Maximum gross density of dwelling units in a Cluster Subdivision shall not exceed the number of dwelling units allowed under Use B1 for the same site in the applicable zoning district.
  3. Open Space. Each site must provide enough open space to meet the minimum open space ratio for the applicable zoning district. The required open space shall meet the requirements for open space set forth in this chapter. Each site must also observe the natural resource protection standards for the site. In the event that the natural resource protection standards require a greater area of open space than the applicable

minimum open space ratio, this greater area requirement shall be met. Open space areas shall include all required buffer yards and natural resource protection areas. An existing farmhouse and existing accessory farm buildings shall be permitted in an open space area that is at least five (5) acres in size and shall count towards the density of the site.

4. Buffer Yards.

(a) There shall be a minimum buffer yard of at least fifty (50) feet separating the lots within a cluster subdivision from adjacent residential properties and existing public rights-of-way. The buffer yard shall be landscaped in accordance with the provisions of this chapter. The buffer yard shall not be included as part of the required minimum lot area or minimum yard setbacks of any lot containing or proposed to contain a residence.

1) At the discretion of the Board of Supervisors, the fifty foot buffer requirement may be waived or reduced when the adjacent property contains an existing buffer yard of at least fifty (50) feet in depth.

2) At the discretion of the Board of Supervisors, the fifty foot buffer requirement may be waived or reduced for the purpose of creating large parcels of open space.

3) When a buffer is waived or reduced by the Board of Supervisors in accordance with this subsection, the minimum setback for the site and the minimum rear yard setback for lots created along the perimeter of the site shall be seventy-five (75) feet for principal buildings and fifty (50) feet for accessory buildings or structures.

(b) There shall be a minimum buffer yard of at least fifty (50) feet to separate the residential lots from any areas proposed for agricultural use or active recreational use. Each such buffer area shall be landscaped in accordance with the provisions of this chapter. The buffer yard shall not be included as part of the required minimum lot area or minimum yard setbacks of any lot containing or proposed to contain a residence.

5. Water and Sanitary Sewer Facilities.

a. A cluster subdivision shall be permitted only on land served by a public sanitary sewer system or a non-public community sanitary sewer system and a public water system or a non-public

community water system with water available for firefighting purposes either through hydrants or surface storage.

- b. If the water supply is drawn from the site, a water study shall be prepared by the developer showing that the onsite water supply is adequate for the needs of the proposed subdivision. In addition, the developer shall enter into a well guarantee agreement with the Township and shall provide the appropriate funds (based upon the size of the proposed subdivision) to be escrowed with the Township to protect surrounding individual wells that may be adversely affected by the withdrawal of ground water from the site and address any problems created by this withdrawal of ground water.
6. **Traffic Impact Study.** The impact of the proposed cluster subdivision on the Township's circulation system shall be analyzed and a written Traffic Impact Study shall be prepared in accordance with the provisions of this chapter and submitted as part of the application.
  7. **Open Space Covenants.** Open space areas shall be offered for dedication to the Township at the time of final approval of any cluster subdivision. The Township may accept or reject, at its sole discretion, dedication of any or all open space. If the dedication of open space is not accepted by the Township, an alternative form ownership must be proposed in accordance with the requirements of this chapter and approved by the Township.

## **ARTICLE XVI. Use Regulations – Commercial Swimming Pool**

Subsection 27-305.E.E4 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

- E4. **Commercial Swimming Pool.**
  - a. **Definition.** Any man-made structure or area including water with a depth greater than six (6) inches that is used or intended primarily to be used for swimming, including, but not limited to, in-ground swimming pools, above-ground swimming pools, wading pools, spas, hot tubs; and their appurtenant equipment and facilities, including, but not limited to, pumps, filters, and decks; and where such structures/areas are not limited to use by members of one (1) household and their guests. This Use includes, but is not limited to, a swim club or a pool open to the general public, a specific community, or tenants of an apartment building.
  - b. **Regulations.**

1. All pools shall be entirely enclosed by a well-maintained fence, at least seven (7) feet high, and with self-latching gates. The fence and gates shall be adequately designed, installed, and maintained to keep out children and shall conform with the Township Building Code.
2. All pools shall meet the applicable state and federal public bathing requirements.
3. All swimming pools and their appurtenant equipment and facilities shall fully comply with the Township Building Code.
4. Swimming pools and their appurtenant equipment and facilities shall not be located within any of the required minimum yards.
5. The pool may be lighted by underwater or exterior lights, or both, provided all exterior lights are fully shielded and are located so that the light is neither directed nor reflected upon adjacent properties in such a manner as to be a nuisance or an annoyance to neighboring properties.
6. There shall be no cross-connection with a public sewerage system.
7. The permanent inlet shall be above the overflow level of the pool.
8. Prior to permit approval, it shall be demonstrated that the drainage of a pool is adequate and will not interfere with the water supply system, existing sewage facilities, public streets, or neighboring properties.
9. Self-contained, above-ground hot tubs may be located no closer than ten (10) feet to a principal building upon the property.

**ARTICLE XVII.            Wireless Telecommunications Facility**

Subsection 4. of §27-305.G.G4.b of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

4. Address new wireless technologies, including but not limited to, small wireless facilities, distributed antenna systems, data collection units, cable wi-fi, and other wireless telecommunications facilities;



**ARTICLE XVIII.            **Wireless Telecommunications Facility****

Subsection c. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended by adding the following definitions at the appropriate alphabetic location and by then renumbering all of the existing definitions listed under this subsection. The new definitions shall read as follows:

1.     *Accessory Equipment* – Any equipment serving or being used in conjunction with a Wireless Communications Facility or Wireless Support Structure, including but is not limited to, utility or transmission equipment; power supplies; generators; batteries; cables; equipment buildings, cabinets, and storage sheds; and shelters.
  
5.     *Decorative Pole* – A Township-owned pole that is specially designed and placed for aesthetic purpose and on which no appurtenances or attachments, other than a Small Wireless Facility, lighting, or municipal attachments have been placed or are permitted to be placed.
  
13.    *Prior Approved Design* – A design for a Small Wireless Facility that has been reviewed and deemed to be in accordance with the requirements of this Use G4 and approved for construction by the Township.
  
14.    *Small Wireless Facility (SWF)* – A specific type of Tower or Non-Tower WTF that meets all of the following requirements:
  - (a)    The Facility is: mounted on a structure fifty (50) feet or lower in height (including the height of the proposed Antennas); mounted on a structure no more than ten percent (10%) taller than other adjacent structures; or mounted so that it does not extend the existing structure on which it is located to a height of more than fifty (50) feet or by more than ten percent (10%), whichever is greater.
  
  - (b)    Each Antenna associated with the deployment of the Facility, excluding associated equipment, is no more than three (3) cubic feet in volume;
  
  - (c)    All wireless equipment, other than the Antennae, associated with the Facility, including the wireless equipment associated with the Antennae and any pre-existing associated equipment on the structure, is no more than twenty-eight (28) cubic feet in volume.
  
  - (d)    The Facility does not require antenna structure registration under FCC rules, in particular, 47 CFR Part 17;

- (e) The Facility does not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified by the FCC, in particular 47 CFR 1.1307(b).

**ARTICLE XIX.**            **Wireless Telecommunications Facility**

The opening paragraph of Subsection f. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- f.     Specific Requirements – Tower-Based WTFs Inside of ROW. The following regulations shall apply to all Wireless Telecommunications Facilities located within the right-of-way of any public street and all such WTFs shall comply with these requirements:

**ARTICLE XX.**            **Wireless Telecommunications Facility**

Subsection 3.(d) of §27-305.G.G4.f of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- (d) Any underground vaults related to a Tower WTF located within the Right-of-Way shall be reviewed and approved by the Township.

**ARTICLE XXI.**            **Wireless Telecommunications Facility**

Subsection 4. of §27-305.G.G4.f of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- 4.     Relocation or Removal of Facilities. Within sixty (60) days following written notice from the Township, or such longer period as the Township determines is reasonably necessary or such shorter period in the case of an Emergency, an owner of a Tower WTF in the ROW shall, at its own expense, temporarily or permanently remove, relocate, change, or alter the position of any WTF when the Township, consistent with its police powers and applicable Public Utility Commission regulations, shall have determined that such removal, relocation, change, or alteration is reasonably necessary under the following circumstances:

**ARTICLE XXII.**            **Wireless Telecommunications Facility**

The opening paragraph of Subsection h. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- h. Specific Requirements – Non-Tower Facilities Outside of ROW. All Non-Tower Wireless Telecommunications Facilities, except for those located in the public rights-of-way, shall be subject to the following regulations:

**ARTICLE XXIII.      Wireless Telecommunications Facility**

The opening paragraph of Subsection i. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- i. Specific Requirements – Non-Tower Facilities in ROW. All Non-Tower Wireless Telecommunications Facilities located in the public rights-of-way shall be subject to the following regulations:

**ARTICLE XXIV.      Wireless Telecommunications Facility**

Subsection 5.(d) of §27-305.G.G4.i of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- (d) Any underground vaults related to a Non-Tower WTF located within the Right-of-Way shall be reviewed and approved by the Township.

**ARTICLE XXV.      Wireless Telecommunications Facility**

Subsection 6. of §27-305.G.G4.i of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- 6. Relocation or Removal of Facilities. Within sixty (60) days following written notice from the Township, or such longer period as the Township determines is reasonably necessary or such shorter period in the case of an Emergency, an owner of a Non-Tower WTF in the ROW shall, at its own expense, temporarily or permanently remove, relocate, change, or alter the position of any WTF when the Township, consistent with its police powers and applicable Public Utility Commission regulations, shall have determined that such removal, relocation, change, or alteration is reasonably necessary under the following circumstances:

**ARTICLE XXVI.      Wireless Telecommunications Facility**

A new subsection “m” shall be added to Section 27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances which shall read as follows:

- m. Specific standards for Small Wireless Facilities. All Small Wireless Facilities shall be subject to the following regulations in addition to the requirements applicable to the type of WTF the SWF is proposed to be (Tower, Non-Tower, etc.) as set forth in this Section:
1. All SWFs shall be installed and maintained in a workmanlike manner in compliance with the Pennsylvania Uniform Construction Code, National Electric Safety Code, and the National Electrical Code, as applicable.
  2. All SWFs shall comply with the Americans with Disabilities Act and all applicable requirements relating to streets and sidewalks as established by the Township Code.
  3. All SWFs shall be designed and constructed in an effort to minimize aesthetic impact to the extent technically feasible.
  4. Antenna Standards.
    - (a) All pole-top Antennas shall be flush-mounted as closely to the top of the utility pole as technically feasible.
    - (b) All Antennas shall be of a design, style, and color that reasonably matches the utility pole upon which they are attached.
    - (c) Any necessary pole-top extension shall be of the minimum height necessary to achieve separation from the existing pole attachments.
    - (d) Any Antenna mounted on a lateral standoff bracket shall protrude no more than necessary to meet clearances.
    - (e) If mounted on an existing structure, no Antenna shall impair the function of said structure.
    - (f) Antenna placement shall not impair light, air, or views from adjacent windows.
  5. Accessory Equipment Standards.
    - (a) Accessory Equipment shall not exceed twenty-eight (28) cubic feet in volume. Stealth Technology shall not be included in the Accessory Equipment volume calculation.
    - (b) Accessory Equipment shall be mounted flush to the side of a utility pole, or as near flush to the side of a utility pole as technically feasible.

- (c) Accessory Equipment shall be mounted so as to provide a minimum of eight (8) feet vertical clearance from ground level.
- (d) Accessory Equipment shall be of a design, style, and color that reasonably matches the utility pole upon which they are attached.
- (e) All Accessory Equipment shall be contained within a single equipment shroud or cabinet.
- (f) Accessory Equipment placement shall not impair light, air, or views from adjacent windows.
- (g) No Accessory Equipment shall feature any lighting, including flashing indicator lights, unless required by state or federal law.

6. Wiring Standards.

- (a) Exposed wiring is prohibited. Transmission, fiber, power cables and any other wiring shall be contained within any utility pole for which such concealment is technically feasible. If wiring cannot be contained within the utility pole, all wiring shall be contained within conduit or U-guard that is flush-mounted to the utility pole.
- (b) All wiring shall be installed without excessive slack or extra cable storage on the utility pole. Loops of extra wiring shall not be attached to any utility pole.
- (c) Any conduit or U-guard shall be of a color that reasonably matches the utility pole to which the SWF is attached.

7. Replacement Poles. When a utility pole or light pole is proposed to be replaced in conjunction with the installation of a SWF, the following must be complied with:

- (a) The maximum height of any proposed replacement pole shall be the greater of the following:
  - (1) Ten percent (10%) higher than the tallest existing pole in the same Right-of-Way within a two hundred fifty (250) foot radius of the proposed SWF; or
  - (2) Fifty (50) feet above ground level (calculated as the average ground level of an area twenty (20) feet in radius around the pole) where the replacement pole is to be installed,

- (b) Any replacement pole shall be of comparable materials and design to the existing utility pole.
- (c) Any replacement pole shall be placed within five (5) feet of the existing utility pole being replaced.
- (d) Any replacement pole shall be designed to accommodate all uses that existed on the existing utility pole prior to replacement. As part of an application for a SWF, the applicant shall provide documentation from a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the replacement pole, SWF, and prior existing uses shall be structurally sound.
- (e) Any replacement pole shall not deviate from the predominant pattern of existing adjacent structures.

8. New Poles. When a new utility pole or light pole is proposed to be installed in conjunction with the installation of a SWF, the following must be complied with:

- (a) The maximum height of any proposed new pole shall be the greater of the following:
  - (1) Ten percent (10%) higher than the tallest existing pole in the same Right-of-Way within a two hundred fifty (250) foot radius of the proposed SWF; or
  - (2) Fifty (50) feet above ground level (calculated as the average ground level of an area twenty (20) feet in radius around the pole) where the new pole is to be installed,
- (b) Any new pole shall not deviate from the predominant pattern of existing adjacent structures and shall be of comparable materials and design to the existing poles within a two hundred fifty (250) foot radius of the new pole.
- (c) To the extent technically feasible, no new pole shall be installed:
  - (1) Directly in front of any commercial or residential building or between the front of any commercial or residential building and any street;
  - (2) Within ten (10) feet of the edge of any driveway;
  - (3) In a Right-of-Way directly opposite any driveway; or

(4) In violation of the design standards contained herein.

9. Decorative Poles.

- (a) Decorative Poles shall be required:
  - (1) To replace any existing Decorative Pole; or
  - (2) In any zoning district where all utilities are required to be placed underground.
- (b) For any replacement Decorative Pole, the new Decorative Pole shall match the existing Decorative Pole in shape, design, color, and material.
- (c) All replacement Decorative Poles shall comply with the requirements of this Section.

10. Timing of Approval.

- (a) Incomplete Application. Within ten (10) calendar days of receiving an incomplete original or revised application for a SWF, the Township shall notify the applicant in writing of this fact and state what information is required to complete such application. If an applicant for a SWF submits an incomplete original application, the deadlines for approval listed below shall restart upon the filing of the revised application, so long as the Township has notified the applicant in writing within ten (10) days of submission that the original application is incomplete. When a revised application has been found to be incomplete, the deadlines for approval are tolled until the missing information is submitted, so long as the Township has notified the applicant in writing within ten (10) days of submission of the revised application that the additional information provided is insufficient.
- (b) Any application to add a SWF to an existing structure shall be fully acted upon by the Township within sixty (60) days of the receipt of a fully completed application for such a SWF. The Township shall advise the applicant in writing of its decision on the application.
- (c) Any application for a SWF that requires a new support structure, such as a new pole, shall be fully acted upon by the Township within ninety (90) days of the receipt of a fully completed application for such a SWF. The Township shall advise the applicant in writing of its decision on the application.

11. Fees.

- (a) Permit Fees. The Township may assess appropriate and reasonable permit fees directly related to the Township's actual costs in reviewing and processing the application for approval of a SWF, as well as inspection, monitoring, and other related costs.
- (b) Compensation for ROW Use. In addition to the above-described permit fees, every SWF in the ROW is subject to the Township's right to fix annually a fair and reasonable compensation to be paid for use and occupancy of the ROW. Such compensation for ROW use shall be directly related to the Township's actual ROW management costs including, but not limited to, the costs of the administration and performance of all reviewing, inspecting, permitting, supervising, and other ROW management activities by the Township. The owner of each SWF shall pay an annual fee to the Township to compensate the Township for its costs incurred in connection with the activities described above.
- (c) The fees for SWFs shall be determined by the Township and authorized by resolution of Township Board from time to time and shall be based on the Township's actual costs for processing applications and managing the rights-of-way concerning SWFs.

**ARTICLE XXVII. Use Regulations – Noncommercial Swimming Pool**

Subsection 27-305.H.H4.b.2 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

- 2. A swimming pool shall not be located between the principal structure on the lot and a right-of-way line. Swimming pools and their appurtenant equipment and facilities, including, but not limited to pumps, filters, and decks, shall not be located within the required minimum side or rear yard or 15 feet from the side or rear property line, whichever is lesser.

**ARTICLE XXVIII. Use Regulations – Household Pets**

Section 27-305.H.H13 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

H13. Household Pets.



- a. Definition. The keeping of a limited number of domesticated animals, commonly kept inside a residence, as household pets, at home without commercial intent.
- b. Regulations.
  - 1. No use shall involve the keeping of household pets in such a manner that it creates a nuisance (including noise or smell), a health hazard, and/or a safety hazard. All pets shall be contained, corralled, fenced, or otherwise physically kept upon their owner's property. Pets shall not roam off of their home property unattended and/or not on a leash or lead.
  - 2. No more than six (6), in total, dogs, cats, pot-bellied pigs, and/or other pets (not including, pets kept within cages in a house, pigeons, fowl, or fish) may be kept for private purposes. No numerical restriction shall apply to pets of less than three (3) months of age.
  - 3. Any outside area in which pets are kept shall be suitably enclosed if the pets are not tethered or otherwise physically restrained. This area shall not be within the front yard and shall be located at least twenty (20) feet from any dwelling on a neighboring property.
  - 4. Up to a total of twelve (12) pigeons or other fowl may be maintained in a rear yard provided it is on a noncommercial basis and is strictly an incidental use. The area in which the fowl or pigeons are kept shall be enclosed by a fence that will contain them, all parts of which are at least fifty (50) feet from any lot line and are not closer than one hundred (100) feet to the nearest dwelling other than that of the owner. The keeping of roosters shall be prohibited on lots less than three (3) acres in size. The keeping of more than twelve (12) pigeon or fowl shall be considered to be General Farming (Use A1) or Intensive Agriculture (Use A4), whichever is most applicable.
  - 5. The keeping of more than six (6), in total, dogs, cats, pot-bellied pigs, and/or other pets (not including, pets kept within cages in a house, pigeons, fowl, or fish) shall be considered to be a Commercial Kennel (Use A9).

**ARTICLE XXIX.        Short Term Rental**

Section 27-305.H of Chapter 27, Zoning, of the New Britain Township Code shall be amended to include the following new Use, H16 Short Term Rental, which shall read as follows:

H16    Short Term Rental

- a. Definition. The renting out of one or more rooms in conjunction with a single-family detached dwelling on a short-term basis, usually through websites such as Airbnb or VRBO. This Short Term Rental Use is allowed subject to the requirements for a B1 Single-Family Detached Dwelling Use and the provisions listed below.
- b. Standards
  1. Accessory use. This Short Term Rental Use shall be accessory only to a B1 Single-Family Detached Dwelling Use and shall be allowed only where:
    - (a) The B1 Single-Family Detached Dwelling is the principal building on the property and used by its owner(s) as his/her/their primary residence.
    - (b) The room(s) offered for rent shall be within a principal building that meets all of the requirements of the Township's Building Code and the Pennsylvania Uniform Construction Code for residential occupancy. No rooms or areas in temporary structures shall be rented under this Use.
    - (c) The owner of the Single-Family Detached Dwelling must be present overnight on the same property as the dwelling during the course of the short term rental.
    - (d) The rental period for a specific occupant(s) shall be less than fifteen (15) consecutive nights and less than a total of fifty (50) nights a year;
    - (e) The total rental period for the property shall be no more than twenty-four (24) separate rentals a year and no more than a total of one hundred fifty (150) nights a year.
    - (f) The entire principal dwelling shall not be rented out as a short term rental.
    - (g) Any type of food preparation by the owner or any agent or employee of the owner for any short-term renter(s) or in conjunction with the Short Term Rental Use is prohibited.
  2. The number of bedrooms that can be rented out at any one time shall be as follows:
    - (a) In the SR-1, RR, and VR Zoning Districts: 1

- (b) In the SR-2 Zoning District: 2
  - (c) In the WS Zoning District
    - (i) On lots 1 acre and smaller: 2
    - (ii) On lots between 1 and 5 acres: 3
    - (iii) On lots 5 acres and greater: 4
3. Parking – One (1) off-street parking space per bedroom being rented out shall be provided on the same lot as this Use. Such spaces shall be in addition to any other parking requirements applicable to the other uses being conducted upon the lot. Each space shall be at least 9 feet by 18 feet in size; improved to a mud-free condition; and freely accessible to a public street without having to move other vehicle(s) or backing into the street.
  4. The owner shall be responsible for any zoning or other ordinance violation(s) committed by any short term tenant, in addition to the tenant’s liability.
  5. Any signage and/or advertisement upon the property indicating the use of the property as a short term rental shall be prohibited.
- c. Application and Permit. The following shall be complied with concerning the application for and issuance of a zoning permit for this accessory use:
1. Contact information for the owner in case of emergencies or violations shall be provided with the application.
  2. Along with the permit application, the owner/applicant shall provide proof of the applicant’s ownership of and permanent residence at the property that is the subject of the application. Acceptable proof of permanent residence includes: applicant’s driver’s license, voter registration, ; or any other document(s) showing the address of the property which the zoning officer determines provides equivalent proof of permanent residence.
  3. A zoning permit for this Use shall only last one (1) year. The owner/applicant is responsible for renewing this permit in a timely fashion.
  4. A zoning permit for this Use may be revoked by the Township for any of the reasons listed below. An owner/applicant whose Short Term Rental Zoning Permit has been revoked pursuant to this subsection shall not be eligible to receive a new zoning permit for this Use for one (1) year:

- (a) The owner is cited for three (3) or more zoning, other Township Ordinance, and/or criminal violations by the Township, Township Police, and/or State Police within any 12 month period.
- (b) The owner is cited by the Township for any single violation of any specific regulation of this H16 Use.

**ARTICLE XXX. Use Regulations**

The following new provision shall be added as Subsection b.2. to Sections 27-305.I.I1, 27-305.I.I3, and 27-305.I.I4 of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

- 2. A lot or structure being occupied by this Use may contain multiple separate tenants, users, offices, or businesses all operating as an I1, I3, or I4 Use and still be considered one (1) Principal Use, so long as all of the other applicable requirements of this chapter are met.

**ARTICLE XXXI. Use Regulations**

The existing Subsection b.11. to Section 27-305.J.J16 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

- 11. The Use may not be established until there is compliance with the other Township rules and regulations. In addition to original compliance, the guest house will be periodically inspected by the Fire Marshal for compliance with all Township safety standards, including, but not limited to the Township Fire Code.

**ARTICLE XXXII. Use Regulations**

The Section 27-306 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**§27-306 Table of Use Definitions.**

Appended to this chapter as “27 Attachment 2” is the Table of Use Definitions. Except as provided by law or in this chapter, in each Zoning District no building, structure, or land shall be used or occupied except in accordance with this Table. Where this Table conflicts with requirements set forth elsewhere in this chapter, the more restrictive requirement shall be complied with.

**ARTICLE XXXIII. Residential Zoning District Regulations**

Sections 27-401.a, 27-501.a, 27-701.a, 27-801.a, 27-901.a, and 27-1001.a of Chapter 27, Zoning, of the New Britain Township Code shall be amended adding “H16 Short Term Rental” to the list of uses permitted by right in the appropriate alphanumeric spot.

**ARTICLE XXXIV. WS District**

Subsection 27-502.b. of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

- b. Unless a more-restrictive area or dimensional regulation is stated in §27-305, Use Definitions and Regulations, for a specific use, all B1 Single-Family Detached Dwelling uses in the Watershed District shall meet the following requirements:
  - 1. Dimensional Standards:
    - (a) Minimum lot area: 80,000 square feet.
    - (b) Minimum lot width: 175 feet.
    - (c) Minimum front yard: 100 feet.
    - (d) Minimum side yard: 30 feet.
    - (e) Minimum rear yard: 60 feet.
    - (f) Minimum building envelope: 10,000 square feet.
    - (g) Maximum building coverage ratio:
      - 1) Per lot: 8%.
      - 2) Per site: 8%.
    - (h) Maximum impervious surface ratios:
      - 1) Per lot: 12%.
      - 2) Per site: 12%.
    - (i) A developer constructing one (1) or more single-family detached dwelling upon a site must comply with the following increased restrictions applicable to every lot within the site: the maximum lot impervious surface requirement shall be reduced by two (2) percentage points and the

maximum building coverage requirement shall be reduced by two (2) percentage points. These increased restrictions do not apply to the purchaser of the new dwelling who subsequently resides within this new dwelling, and the land freed from these additional restrictions may be used to construct further improvements upon the lot after the new construction has been completed and the lot has been transferred to the purchaser.

2. The calculations in §27-503 shall be used to determine the base site area.
3. When a lot or tract of land undergoes subdivision/land development or is being developed with a new or expanded principal building or structure, all the natural resource protection land on this lot or tract, such as watercourses, agricultural soils, woodlands, steep slopes, wetlands, etc., shall be protected with a conservation easement in accordance with §§27-505 and 27-2400 of this Chapter. The natural resources required to be preserved on each lot shall only be disturbed in accordance with Part 24 of this chapter and §27-505.
4. Park and recreation land shall be provided in accordance with the New Britain Township Subdivision and Land Development Ordinance (Chapter 22).
5. When an applicant is proposing a land development, the stormwater management facilities shall be designed to manage the runoff from the maximum impervious surface permitted for the entire site. For all other applications, the stormwater management facilities shall be designed to manage the runoff from the total existing and proposed impervious surfaces on site. Future permitted impervious surfaces shall be considered in the design, if possible. Where an applicant is permanently preserving natural resources and/or other portions of the site by the placement of a permanent conservation easement, either voluntarily or in accordance with the requirements of this chapter, those areas so preserved can be removed from the calculation of the maximum impervious surface permitted for the entire site at the option of the applicant by the recording of this restriction permanently against the property.

**ARTICLE XXXV.      WS District**

Section 27-503 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

- a. Base Site Area. The following calculation shall be used to determine the Base Site Area (BSA) of a tract of land proposed to be developed with a B1 Subdivision in the Watershed District. Certain portions of a site are not usable for a residential subdivision; as such, these areas shall be subtracted from the Gross Site Area to determine the Base Site Area.

1. Start with the Gross Site Area as determined by an onsite boundary survey. \_\_\_\_\_ acres
  2. Subtract land within the ultimate right-of-way of existing roads; within existing utility rights-of-way or easements, and/or has been preserved through easement or other means. \_\_\_\_\_ acres
  3. Subtract land which is not contiguous, i.e.,
    - (a) A separate parcel which does not abut or adjoin, nor share common boundaries with, the rest of the development; and/or \_\_\_\_\_ acres
    - (b) Land which is cut off from the main parcel by a road, railroad, existing land use, and/or major stream, so as to serve as a major barrier to common use and/or so that it is isolated and unavailable for building purposes. \_\_\_\_\_ acres
  4. Subtract land which, in a previously approved subdivision, was set aside, reserved, and/or restricted for open space, natural resource protection, and/or recreation purposes. \_\_\_\_\_ acres
  5. Subtract land used for another use (i.e., land which is used, or to be used, for commercial or industrial uses in a residential development) or located in a different zoning district than the rest of the development. \_\_\_\_\_ acres
- BSA is equal to the difference of the above 5 subsections \_\_\_\_\_ acres

**ARTICLE XXXVI. C-3 Regulations**

Section 27-1401.a of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “B7 Apartment Building” from the list of uses permitted by right.

**ARTICLE XXXVII. C-3 Regulations**

Subsection 27-1403.c.3 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

3. Lotting. A building containing dwelling units can be on a single lot or each unit can have a separate lot, or the entire site may be unlotted. If the units are not placed on separate lots, the applicant must submit a by-right plan to the Township for review and approval documenting that the units in the development could be lotted out to meet the regulations of this §27-1403.c.

**ARTICLE XXXVIII.     **IN Regulations****

Section 27-1601 of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “C4 Group Home” from the list of uses permitted by right set forth in Subsection 27-1601.a and adding “C4 Group Home” to the list of uses permitted by special exception set forth in Subsection 27-1601.b.

**ARTICLE XXXIX.     **I Regulations****

The opening sentence to Subsection 27-1703.a of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

- a.     The following additional standards shall apply to the site where more than one (1) principal use and/or one (1) principal building is proposed:

**ARTICLE XL.         **IO Regulations****

The opening sentence to Subsection 27-1803.a of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

- a.     The following additional standards shall apply to the site where more than one (1) principal use and/or one (1) principal building is proposed:

**ARTICLE XLI.        **General Regulations****

Section 27-2101 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

§27-2101 **Minimum Lot Area.**

- a.     Where a minimum lot area is specified in this chapter, no primary building or use shall be erected or established on any lot of lesser size.
- b.     Any real property within New Britain Township which is the subject of a restriction against reduction of lot area, whether by notation or inclusion on a subdivision plan and/or by a deed restriction, or similar instrument or restriction, shall not be reduced in size, or otherwise modified, when such reduction or modification would violate the restriction regardless of the minimum lot areas established within this chapter.



- c. No lot or site shall be reduced in such a way or to such an extent that the area of the lot or the dimensions of required open spaces become smaller than or nonconforming to the applicable requirements set forth in this chapter.
- d. The lot or yard requirements for any new building or use shall not include any part of a lot that is required by any other building or use to comply with the requirements of this chapter nor include any portion of the lot under separate ownership.

**ARTICLE XLII.           General Requirements**

Section 27-2102 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**§27-2102 Exceptions to Minimum Lot Areas.**

- a. The provisions of this chapter shall not prevent the construction of a single-family detached dwelling on any lot that was lawful when created and which, prior to ~~October 10, 2020~~November 21, 2020 (the effective date of this section), was in single and separate ownership duly recorded by plan or deed; and provided that:
  - 1. Such lot is not less than one (1) acre in the CR and WS districts and not less than 80% of the minimum lot area in all other districts.
  - 2. Those lots not served by public water and sewers shall meet all requirements of the Bucks County Department of Health.
  - 3. The percentage of lot area covered by the detached dwelling shall not exceed 15% of the area of the lot.
  - 4. The front and rear yards shall aggregate at least 60% of the total lot depth or meet the normal requirements of the district in which the lot is located; but in no case shall either the front yard or the rear yard be less than 30 feet.
  - 5. The side yards shall aggregate at least 40% of the total lot width or meet the normal requirements of the District in which the lot is located, but in no case shall either side yard be less than 15 feet.
  - 6. The building coverage on the lot shall not exceed 20% of the area of the lot, and impervious surface coverage on the lot shall not exceed 35% of the area of the lot; unless a higher building coverage limitation or impervious surface limitation for a single-family detached dwelling is allowed in the zoning district in which the lot is located.
  - 7. The lot is located in a residential zoning district.

- b. A nonconforming lot which is located in a nonresidential zoning district must obtain the necessary variances to be developed.
- c. As of or subsequent to ~~October 10, 2020~~November 21, 2020 (the effective date of this provision), where two (2) or more adjacent lots, one (1) or more of which is nonconforming based on lot size or lot width, are concurrently owned by the same owner, these adjacent lots shall be merged to minimize the nonconformity. The term “same owner” as used in this subsection includes, in addition to a single person or entity, multiple persons with familial relationships and multiple parties with common ownership, business, and/or financial interests. Corporations, partnerships, or other for-profit or non-profit entities organized or used for the purpose of avoiding adjacent lots being owned by the “same owner” are not recognized as separate owners for the purposes of this subsection.

**ARTICLE XLIII.           General Requirements**

Subsection h. of §27-2402 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- h. Impervious Surfaces. Calculate the maximum area of impervious surfaces using the following:

Ratio Base Site Area	_____ acres
Multiply by Maximum Impervious Surface Ratio	x _____
Maximum Permitted Impervious Surface =	_____ acres

**ARTICLE XLIV.           Signs**

Part 26, Signs of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**Part 26 SIGNS**

**§27-2600. Scope and applicability.**

- a. The purposes of the sign regulations are:
  1. To provide uniform standards for signs within the Township and specific standards for signs in each zoning district.
  2. To establish procedures for the review and approval of sign permit applications.

3. To regulate the location, size, construction, erection, alteration, use, and maintenance of signs.
  4. To promote the use of well-crafted signs in harmony with the architectural and residential character of the Township.
- b. In all zoning districts, signs shall be erected, altered, maintained, used, removed, or moved in compliance with the provisions of this chapter and any other applicable ordinances and regulations.
  - c. Nonconforming signs which do not conform with the requirements of this Part, once removed, shall be replaced only with conforming signs.

§27-2601. **Definitions.**

The following words and terms shall, for the purposes of this Part, have the meanings given. These terms are in addition to those defined in Part 2 of this chapter:

**ABANDONED SIGN**

A sign which has not identified or advertised a current, open, and/or active business, service, owner, product, or activity for a period of at least six (6) months; a sign which is damaged, in disrepair, or vandalized and not repaired within sixty (60) days; or a temporary sign that has not been removed within the required timeframe.

**ADDRESS SIGN**

A sign that designates the street number, street name, and/or occupants of a property or location for identification purposes.

**ALTERATION**

A change in the size, shape, or type of an existing sign. Copy or color change of an existing sign is not an alteration. Changing or replacing a sign face or panel is not an alteration, providing there is no increase in the size of the sign face or panel.

**APPLICANT**

A person or entity who applies for a sign permit in accordance with the provisions of this Part.

**AWNING SIGN**

A sign with its copy on a shelter made of any non-rigid material, such as fabric or flexible plastic that is supported by or stretched over a frame and attached to an exterior wall of a building or other structure.

**BANNER SIGN**

A sign with its copy on non-rigid material such as cloth, plastic, fabric or paper with no supporting framework. Banners are temporary in nature and do not include flags such as

the flag of the United States, the Pennsylvania state flag, and/or other local governmental flags.

**BUILDING SIGN**

A sign that is applied or affixed to a building, including awning, canopy, marquee, projecting, wall, and window signs, but not roof signs.

**CANOPY SIGN**

A sign on a rigid multi-sided structure attached to a building or on any other freestanding structure, that may have a roof with support but no walls.

**CLEARANCE**

The smallest vertical distance between the surface of the ground closest to a sign and the lowest point of that sign, including the supporting framework or bracing of the sign.

**CLEAR SIGHT TRIANGLE**

An area of unobstructed vision at street intersections defined by lines of sight between points at a given distance from the intersection of the street right-of-way lines.

**DIRECTIONAL SIGN**

Any sign that is designed and erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic. A directional sign shall not advertise any commercial establishment, activity, organization, product, goods or services, and no sign with a commercial message legible from a position off the lot on which the sign is located shall be considered directional.

**DOUBLE-FACED SIGN**

A sign with two faces, back to back.

**ELECTRONIC MESSAGE CENTER OR SIGN (EMC)**

An electrically activated changeable copy sign whose variable message and/or graphic presentation capability can be electronically or digitally programmed.

**EMERGENCY SIGN**

Emergency warning signs erected by a government agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

**FREESTANDING SIGN**

The general term for any sign which is supported by structures or supports that are placed on, or anchored in, the ground and that is independent and detached from any building or other structure. A freestanding sign can either be a monument sign or a pole sign. All freestanding signs may be double-faced.

**GAMBREL OR MANSARD ROOF**

A usually symmetrical two (gambrel) or four (mansard) sided roof with two slopes on each side. The upper slope of the roof is positioned at a shallow angle, while the lower slope of the roof is steep.

### **GOVERNMENTAL SIGN**

A sign erected by a governmental entity, including safety signs, signs indicating points of interest, historical markers, signs identifying official government buildings or facilities.

### **ILLUMINATION**

A source of any artificial or reflected light, either directly from a source of light incorporated in, or indirectly from an artificial source.

#### **a. EXTERNAL**

An artificial light source located away from the sign, which lights the sign, the source of which may or may not be visible to persons viewing the sign from any street, sidewalk, or adjacent property.

#### **b. INTERNAL**

An artificial light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface. Message center signs, digital displays, and signs incorporating neon lighting shall not be considered internal illumination for the purposes of this chapter.

### **INCIDENTAL SIGN**

A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "telephone," "no entry," and other similar directives; advertising the availability of restrooms or public conveniences; and signs showing store hours, the names of accepted credit institutions, affiliations with business groups or associations, and business-related awards. An incidental sign shall not advertise any commercial establishment, activity, organization, product, goods or services, and no sign with a commercial message legible from a position off the lot on which the sign is located shall be considered incidental.

### **MARQUEE SIGN**

Any sign attached to a covered structure projecting from and supported by a building with independent roof and drainage provisions and which is erected over a doorway or doorways as protection against the weather.

### **MOBILE SIGN**

Any vehicle or trailer which has attached thereto or thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business or activity located on the same or nearby property or any other premises. These shall not include business logos, identification, or advertising on vehicles primarily used for other business purposes.

### **MONUMENT SIGN**

A type of freestanding sign permanently affixed to the ground at its base, supported entirely by a base structure, and not mounted on a pole or attached to any part of a building.

### **NONCONFORMING SIGN**

A sign which was erected prior to the establishment of zoning regulations within the Township or was erected in compliance with the then-enacted zoning regulations but does not currently comply with the applicable sign regulations of this chapter.

### **OFF-PREMISES SIGN**

A type of sign which directs attention to or contains a message about a business, industry, profession, product, commodity, service, event, entertainment, idea, concept, point of view, or other commercial or non-commercial activity, not specifically located upon, sold, offered, produced, manufactured, furnished, or conducted on the premises where the sign is located. (Also generally known as a billboard.)

### **ON-PREMISES SIGN**

A sign whose message and design relate to an individual business, profession, product, commodity, service, event, entertainment, idea, concept, point of view, or other commercial or non-commercial activity located upon, sold, offered, produced, manufactured, furnished, or conducted on the same property where the sign is located.

### **PERMANENT SIGN**

A sign attached or affixed to a building, window, or structure, or to the ground, in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and whose intended placement and use appears to be indefinite.

### **POLE SIGN**

A type of freestanding sign that is permanently supported in a fixed location by a structure of one (1) or more poles, posts, uprights, or braces from the ground and not supported by a building or a base structure.

### **PROJECTING SIGN**

A sign that is dependent on a building for support and which projects more than twelve (12) inches from the building, including an awning sign. Whenever a canopy or awning is affixed with any lettering, design, symbol, or made from any special material that is intended to be or by its nature is an identification of a business, the applicable measurable area of the awning or canopy is a projecting sign.

### **ROOF SIGN**

A sign, any part of which is erected, constructed, and/or maintained on or above the eave of the roof of a building, or a sign, any part of which is erected, constructed, and maintained higher than the highest elevation of the lower slope of a gambrel or mansard roof.

### **SANDWICH BOARD SIGN**

A sign that is not permanently attached to the ground or a building and readily movable by a single person, consisting of two faces, connected, and hinged at the top and whose message is targeted to pedestrians.

### **SCOREBOARD**

A sign contained within an athletic venue and intended solely to provide information concerning the event occurring within the venue to the attendees of the event.

### **SIGN**

Any device visible from a public place whose essential purpose and design is to convey either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations. The term "sign" shall not include any flag or badge or insignia of the United States, State of Pennsylvania, Bucks County, New Britain Township, or official historic plaques of any governmental jurisdiction or agency. A sign includes the sign faces, as well as, any sign supporting structure.

### **TEMPORARY SIGN**

A pole, wall, or window sign not intended or designed for permanent display.

### **TRAFFIC SIGN**

Any of the following signs erected and maintained on public highways and roads by the Commonwealth, the County, the Township or, in the case of private streets, the owner of the road: official highway route number signs, street name signs, directional signs, parking signs, railroad crossing signs, construction signs, emergency signs, and other traffic signs erected and maintained in the interest of public safety or for the regulations of vehicular and pedestrian traffic.

### **WALL SIGN**

A sign that is in any manner affixed to an exterior wall of a building or structure and that projects not more than eighteen (18) inches from the building or structure wall, including signs affixed to architectural projections from a building provided the copy area of such signs remains on a parallel plane to the face of the building facade or to the face of the architectural projection to which it is affixed.

### **WARNING SIGN**

An on-premises sign regulating the use of the premises, such as a "no trespassing," "no hunting," or "no soliciting" sign.

### **WINDOW SIGN**

A sign that is applied, painted, or affixed to a window, or placed inside a window, facing the outside of the building, and visible from the outside.

### **§27-2602. Prohibited Signs.**

The following signs are unlawful and prohibited throughout the Township:

- a. Any sign containing information which states or implies that a property is being or may be used for any purpose not permitted under the provisions of this chapter.
- b. Any sign promoting illegal activity.
- c. Any sign which flashes, reflects, rotates, spins, revolves, oscillates, or has parts that physically move or revolve (with the exception of the movement of the hands of analog clocks or the rotation of barber poles.)
- d. Any sign containing or associated with audio speakers and/or any form of pyrotechnics. This prohibition also includes the speakers and pyrotechnics.
- e. Any sign which emits open flames, flashing lights, smoke, visible vapors or particles, sound, or odor.
- f. Any sign with animated, scrolling, or moving text, video, or graphics.
- g. A series of lights or lighting outlining the edges of commercial buildings or commercial building elements shall be considered a sign under the terms of this Part and shall be prohibited.
- h. All electrical or digital signs, except electronic message centers
- i. All roof signs.
- j. Strobe lights and spotlights.
- k. Any sign fully or partially blocking ingress and/or egress from any door, window, or fire escape. Only safety signs shall be attached to fire escapes or fire standpipes.
- l. Any sign that interferes with, obstructs, mimics, imitates, or resembles a traffic sign, traffic signal, or traffic device.
- m. Any sign attached, erected, posted, painted, or otherwise placed upon public or private property without the permission and/or knowledge of the property owner (with the exception of signs posted in accordance with legal notification requirements.)
- n. Any mobile sign parked in such a manner that its primary purpose is for advertising.
- o. Any sign tacked, nailed, glued, attached, erected, posted, placed, painted, maintained, or otherwise supported by or upon a rock, tree, telephone/power/light pole, road, trail, sidewalk, fence, wall, bench, or other object not originally installed, constructed, erected, or placed to support such sign.



- p. Any sign having content that is not subject to the protections of the First Amendment to the United States Constitution or Article I, Section 7 of the Pennsylvania Constitution, including, but not limited to the following:
  - 1. Obscenity/pornography.
  - 2. Profanity.
  - 3. Fighting words.
  - 4. Incitement to imminent lawless action.
- q. Any sign which has been abandoned and/or does not conform to the requirements of the Zoning Ordinance which was in effect when the sign was erected.

**§27-2603. Exempt Signs.**

A sign permit shall not be required prior to the erection, installation, construction, alteration, structural repair, moving, removal, or demolition of any exempt signs in any zoning district in the Township. Exempt signs shall conform to the regulations of this chapter. No exempt sign shall be illuminated, except as provided for herein. Exempt signs are as follows:

- a. Traffic signs and emergency signs.
- b. Governmental signs.
- c. Governmental flags or insignias.
- d. Address signs, so long as each sign per property or location does not have a sign area in excess of three (3) square feet in residential zoning districts and five (5) square feet in nonresidential zoning districts.
- e. Incidental signs, so long as any such sign does not have a sign area greater than two (2) feet.
- f. Directional signs. Such sign shall not exceed four (4) square feet in sign area and shall have a maximum sign height of five (5) feet.
- g. Temporary signs, so long as any such sign does not exceed six (6) square feet in sign area.
- h. Warning signs; signs indicating the private nature of a road, driveway, or premises; and signs prohibiting or otherwise controlling fishing or hunting upon a particular premises. Such signs shall not have a sign area greater than two (2) square feet and shall be spaced at intervals of not less than seventy-five (75) feet.

- i. Signs indicating that the property the sign is located upon has been preserved by the Township, the County, the Commonwealth, and/or a land trust. Only one (1) such sign per road frontage, and these signs shall not exceed three (3) square feet in sign area and shall have a maximum sign height of five (5) feet.
- j. Cornerstones; historical plaques or plates affixed to the surface of a building wall, so long as any such sign does not exceed two (2) square feet in sign area.
- k. Signs or displays, including lighting, which are temporary and celebrate a national, state, or local holiday; religious or cultural holiday; or another holiday season.
- l. Legal notices.
- m. Signs posted, placed, or erected inside a building or structure which are not meant to be viewed from the outside.
- n. Vending machines.
- o. Any sign erected by or erected at the direction of New Britain Township.

**§27-2604. General Sign Regulations.**

All signs in the Township shall comply all the applicable sign regulations set forth in this chapter, including, but not limited to, the specific sign type regulations of this Part, the specific zoning district regulations of this Part, and the following general regulations:

- a. Signs which advertise, promote, or draw attention to any product, service, or activity must be located upon the same lot where such product is being sold, service is being offered, or activity is taking place, except where specifically exempt from these requirements by this Part.
- b. Every sign shall be constructed of durable materials, using non-corrosive fastenings; shall be structurally safe and erected or installed in strict accordance with the Pennsylvania Uniform Construction Code; and shall be maintained in safe condition and good repair at all times so that all sign information is clearly legible.
- c. Any sign located along rights-of-way shall comply with the following:
  - 1. No sign shall be placed in such a position as to endanger vehicular or pedestrian traffic by causing confusion with traffic signs or traffic control signals/devices because of the sign's position, color, or reflective surface.
  - 2. No sign shall use the words "stop", "look", "danger", or any other word or character which attempts or appears to attempt to direct the movement of

vehicular or pedestrian traffic or which interferes with or resembles any traffic sign or traffic signal/device.

3. No sign shall use or be illuminated by red, green, or yellow lights within seventy-five (75) feet of a public street right-of-way or within three hundred (300) feet of a traffic control signal/device, whichever is greater.
  4. No sign shall obscure or block a motorist's forward view of traffic control signals/devices, traffic signs, or other warning devices as viewed from the cartway of a public street.
  5. No sign shall obscure or block a motorist's forward view of roadway or intersections as viewed from the cartway of a public street.
  6. No sign shall be placed so that blocks the clear sight triangle of any intersection along a public street.
  7. No sign shall be placed so as to limit a pedestrian's view of vehicular traffic along a public street to less than 500 feet while the pedestrian stands inside the curb-line at an intersection or other established crossing point along the street.
  8. No sign shall be placed so that it blocks the movement of pedestrians traveling on sidewalks, trails, or other public thoroughfares.
  9. Only banner signs, traffic signs, and governmental signs are permitted within a public street right-of-way. In no case shall a sign intrude into or hang over the cartway of a public road.
  10. Only banner signs, traffic signs, and governmental signs are permitted to project over a public sidewalk, and the lowest edge of such sign shall be at least eight (8) feet above the walking surface of the sidewalk.
  11. No sign shall be located within five (5) feet of any multi-use trail within the Township.
- d. No sign be erected so that it:
1. Lies within ten (10) feet of any property line, except for traffic signs or governmental signs.
  2. Lies within a parking space or fire lane.
  3. Blocks the entrance, exit, fire escape, or fire lane to a building.
- e. Illumination of signs. No sign shall be illuminated in any fashion except as set forth herein.

1. Light sources to illuminate signs shall neither be visible from any public street right-of-way nor cause glare which is hazardous, annoying, or distracting to pedestrians, the operators/drivers of vehicles, or adjacent properties.
2. No more than 0.2 foot-candle of light from a sign's light source shall be detectable at the boundary of any abutting property.
3. External illumination, where permitted, is allowed only as a steady, stationary light source, shielded, and directed solely at the sign. The light source must be static in color and concealed by a translucent cover.
4. Internal illuminations, including back-lighting and neon signs, must be static in intensity, and color. No portion of the light source should be visible.
5. The lighting of all signs shall meet the design and construction requirements of the Uniform Construction Code of Pennsylvania. All electrical signs shall be manufactured in accordance with the Underwriter's Laboratories' specifications and shall bear the Laboratory label.
6. Illuminated signs are prohibited in residential zoning districts, except for house numbers.
7. Governmental signs identifying governmental buildings, police stations, or other Township facilities may be illuminated by exterior lights focused on the sign.
8. Signs on non-residential properties may be illuminated from 5 a.m. until 11 p.m., or ½ hour past the close of business of the facility being identified or advertised, whichever is later.

**§27-2605. Sign Height and Area.**

a. Sign area.

1. The area of a sign shall include all lettering, wording, and accompanying designs and symbols together with the background, whether open or enclosed, on which they are displayed, but not including any supporting framework and bracing which are incidental to the display itself. The computation of the area of the sign shall include decorative trim in addition to the portion devoted to the message and lettering.
2. Where the sign consists of individual letters or symbols attached to or painted on a building, wall, or window, the area shall be considered to be that of the smallest rectangle which encompasses all of the letters, logos, and symbols.

3. In computing the size of a double-faced sign where the sides are parallel to each other, only one (1) side shall be considered, provided the size of both faces are identical and the two (2) faces are not more than eighteen (18) inches apart. If the interior angle formed by the two (2) faces of the double-faced sign is 45° or greater or if the two (2) faces are more than eighteen (18) inches apart, then both sides of such sign shall be considered in calculating the sign area.
  4. If elements of a sign are movable or flexible, such as a flag or banner, the measurement of sign area is taken when the elements are fully extended and parallel to the plane of view.
- b. Sign height.
1. Generally, the height of the sign shall be measured from the average grade of the surface directly beneath the sign to the point on the sign being measured, and if no such point is specified, then to the highest point of the sign, including the supporting framework or bracing of the sign. Where the sign is located less than fifty (50) feet from the legal right-of-way a public or private street, however, the height of the sign shall be measured as the distance from the highest point of the sign, including the supporting framework or bracing of the sign, to the average finished grade of the street's cartway closest to the sign.
  2. For wall, projecting, marquee, canopy, and awning signs, the height of the sign shall be measured from the average base of the building wall directly beneath where the sign is attached to this wall to the highest point of the sign, including the supporting framework or bracing of the sign.
  3. Any freestanding sign erected within five (5) feet of or partially or fully over a sidewalk, walkway, trail, or other area intended for pedestrian travel shall have a minimum clearance of eight (8) feet.

**§27-2606. Sign Type Specific Regulations.**

- a. Building Signs. The following building signs shall comply with the regulations listed for that particular sign type.
  1. Awning or canopy signs.
    - (a) An awning or canopy without lettering or other advertising shall not be regulated as a sign.
    - (b) Awning or canopy signs must be centered within or over architectural elements such as windows or doors.

- (c) No awning or canopy shall be wider than the building wall or tenant space it identifies.
- (d) Sign Placement
  - (1) Letter or numerals shall be located only on the front and side vertical faces of the awning or canopy.
  - (2) Logos or emblems are permitted on the top or angled portion of the awning or canopy up to a maximum sign area of three (3) square feet. No more than one (1) emblem or logo is permitted on any one (1) awning or canopy.
- (e) Every awning or canopy sign shall have a minimum clearance of eight (8) feet.
- (f) No ground-floor awning or canopy may project into a street right-of-way.
- (g) Awnings or canopies may be fixed (i.e., not collapsible or foldable), provided they do not project more than four (4) feet from the face of the building they are attached to.
- (h) Multi-tenant buildings. All awning or canopy signs mounted on a multi-tenant building shall be similar in terms of height, projection, lettering, and style throughout the entire building.

2. Marquee signs

- (a) Such signs shall be located only above the principal public entrance of a building facing a public street or parking lot.
- (b) No marquee containing a marquee sign shall be wider than the entrance it services, plus two (2) feet on each side thereof.
- (c) No marquee containing a marquee sign shall extend into the right-of-way of a public street or more than fifty percent (50%) over a public sidewalk. In no case shall a marquee containing a marquee sign extend more than ten (10) feet from the face of the building it is attached to.
- (d) Sign height.
  - (1) No portion of the marquee containing the marquee sign shall extend vertically above the eave line of the building it is attached to.

- (2) Every marquee containing a marquee sign shall have a minimum clearance of ten (10) feet.
    - (e) Marquee signs may contain manually changeable copy.
  3. Projecting signs.
    - (a) No portion of a projecting sign shall project more than four (4) feet from the face of the building it is attached to.
    - (b) No portion of a projecting sign shall project into the right-of-way of a public street.
    - (c) Every projecting sign shall have a clearance of eight (8) feet. Projecting signs located over sidewalks or other public walkways shall have a minimum clearance of ten (10) feet.
  4. Wall signs.
    - (a) No wall sign shall extend out more than eighteen (18) inches from the wall on which it is affixed.
    - (b) Every wall sign shall have a minimum clearance of eight (8) feet, unless the wall sign projects less than two (2) inches from the wall on which it is affixed, in which case its clearance may be less than eight (8) feet.
    - (c) Wall signs may contain manually changeable copy.
  5. Window signs. Incidental window signs shall be excluded from the sign area calculations for window signs.
- b. Electronic message center sign. All electronic message center signs shall comply with the following:
1. Electronic message center signs are permitted in the form of freestanding signs or wall signs or incorporated as a portion of a freestanding sign or wall sign. Electronic message centers are permitted instead of and shall not be permitted in addition to an allowed freestanding sign or wall sign on a property. Moreover, the sign area of the electronic message center sign counts towards the total permitted sign area allowed on the property.
  2. Only one (1) message center sign is permitted per property, regardless of the number of street frontages the property has, or the number of signs allowed on the property under this Part.

3. All displayed messages, or any portion thereof, must have a minimum duration of ten (10) seconds and must be a static display. Messages may change immediately or fade in and out only. No portion of the message may flash, scroll, twirl, twinkle, oscillate, rotate, blink, change color, or imitate movement in any manner.
  4. Time and temperature shall be included as a separate message(s).
  5. The illumination and/or intensity of the display shall be controlled so as to not create glare, hazards, or nuisances. The brightness of the electronic message center sign shall not exceed 0.3 foot-candles of light above the normal ambient light levels. Such signs shall be equipped with automatic dimming technology which automatically adjusts the sign's brightness based on ambient light conditions. Such brightness shall be measured as follows:
    - (a) The luminance specification shall be determined by a foot-candle metering device held at a height of five (5) feet and aimed towards the sign from a distance of sixty-five (65) feet.
    - (b) The metering device should be at a location perpendicular to the sign's center (as seen in plain view) as this angle has the highest luminance.
    - (c) This check shall include the measurement of an all-white image displayed by the sign to evaluate the worst-case scenario.
    - (d) If the difference in luminance between the sign-on and the sign-off conditions is 0.3 foot-candle or less, then the sign luminance is in compliance.
  6. All electronic message center signs must be equipped with a properly functioning default mechanism that will stop the sign and return to a solid black display should a malfunction occur.
  7. The applicant shall be required to coordinate/permit message access for local, regional, state, and national emergency services during emergency situations. Emergency messages are not required to conform to message standards listed herein.
- c. Freestanding signs. All freestanding signs shall comply with the following:
1. Every pole sign shall have a clearance that is either less than four (4) feet or greater than eight (8) feet.
  2. Monument signs shall be supported and permanently placed by embedding, anchoring, or connecting the sign in such a manner as to incorporate it into the landscape or architectural design scheme.



3. Sign placement.
  - (a) A freestanding sign shall be set back from the rights-of-way of public streets and the boundary lines of neighboring properties a distance equal to or greater than the height of the sign. The minimum setback for all freestanding signs from such rights-of-way and boundary lines is ten (10) feet.
  - (b) No freestanding sign may occupy, intrude into, or hang out any parking area, loading area, walkway, driveway, fire lane, easement, right-of-way, or other area required to remain unobstructed.
4. Freestanding signs may contain manually changeable copy.
5. These freestanding sign regulations do not apply to traffic signs, government signs, or off-premises signs.
- d. Sandwich Board Signs. Sandwich board signs that fully comply with this chapter shall not be included in the determination of the type, number, or area of signs allowed on a property. All sandwich board signs shall comply with the following:
  1. Only one (1) sandwich board sign is permitted per establishment. The commercial messages on the sign must advertise only goods and services available on the premises from the establishment.
  2. Each sandwich board sign shall have a maximum sign area of seven (7) square feet per sign face and a maximum sign height of three and one-half (3.5) feet. Each sign shall be weighted or otherwise temporarily secured so as to avoid being carried away by high winds.
  3. Sandwich board signs must be taken in during hours of non-operation of the business being advertised. In addition, these signs shall not be displayed on any premises before 6:00 AM and shall be removed each day at or before 10:00 PM.
  4. Sandwich board signs shall not be illuminated.
  5. Sandwich board signs may contain manually changeable copy.
  6. Sandwich Board Sign Placement.
    - (a) If a sign is located on a public or private sidewalk, a minimum of thirty-six (36) inches of unobstructed sidewalk must be maintained between the sign and any building, the edge of the sidewalk, curb, or other obstruction.
    - (b) The sign must be located on the premises and within twelve (12) feet of the primary public entrance of the establishment it advertises.

e. Temporary signs

1. Commercial.

- (a) Commercial temporary signs are temporary signs that advertise a transitory commercial event or activity occurring on the property where the sign is located, such as construction work, a sale, help-wanted, etc.
- (b) On a single property, one (1) temporary pole sign or one (1) group of temporary wall and/or window signs is permitted for each road the property fronts upon. On properties with multiple units or dwellings, one (1) temporary sign or sign grouping is permitted for each dwelling or unit.
- (c) Dimensions.
  - (1) Area. Each temporary pole sign shall not exceed six (6) square feet in sign area. A grouping of temporary window and/or wall signs shall not exceed twenty (20) square feet in sign area.
  - (2) Sign height. Temporary pole signs shall be limited to four (4) feet in sign height. Temporary wall or window signs shall be limited to eight (8) feet in sign height.
- (d) Temporary signs shall not be directly illuminated in any fashion.
- (e) A temporary sign shall be permitted to be displayed upon a property for up to thirty (30) consecutive days before the occasion, event, or activity commences and up to five (5) consecutive days after the occasion, event, or activity ends. In no case shall the temporary sign be displayed for more than forty-five (45) consecutive days.
- (f) The number of times a temporary sign may be erected upon a property in a calendar year shall be equal to four (4) times the number of temporary signs allowed on the property under Subsection [21\(b\)](#) above.

2. Noncommercial.

- (a) Noncommercial temporary signs are temporary signs that advertise a transitory noncommercial occasion, event, or activity occurring on or off the property where the sign is located, such as holidays, birthdays, fairs, festivals, political campaigns, etc.
- (b) On a single lot, one (1) temporary sign is permitted for each [ten \(10\) feet of road frontage](#) the lot [has fronts upon](#).

- (c) Dimensions.
  - (1) Area. Each temporary sign shall not exceed six (6) square feet in sign area.
  - (2) Sign height. Temporary pole signs shall be limited to four (4) feet in sign height. Temporary wall or window signs shall be limited to five (5) feet in sign height.
- (d) Temporary signs shall not be illuminated in any fashion.
- (e) A temporary sign shall be permitted to be displayed upon a property for up to thirty (30) consecutive days before the occasion, event, or activity commences and up to five (5) consecutive days after the occasion, event, or activity ends. In no case shall the temporary sign be displayed for more than forty-five (45) consecutive days.
- (f) ~~The number of times One or more~~ temporary signs (as limited by subsection 2(b) above) may be erected upon a property four (4) separate times in a calendar year ~~shall be equal to three (3) times the number of temporary signs allowed on the property under Subsection 2 above.~~

3. Sale or Rental of Real Estate.

- (a) Real estate temporary signs are temporary signs that advertise the sale or rental of the real property the sign is located upon.
- (b) On a single property, one (1) temporary pole sign or one (1) temporary wall and/or window sign is permitted for each road the property fronts upon.
- (c) Dimensions.
  - (1) Area. Each real estate temporary sign shall not exceed six (6) square feet in sign area.
  - (2) Sign height. Temporary pole signs shall be limited to four (4) feet in sign height. Temporary wall or window signs shall be limited to six (6) feet in sign height.
- (d) Real estate temporary signs shall not be directly illuminated in any fashion.
- (e) A real estate temporary sign shall be permitted to be displayed upon a property for the entire time the property is for sale or rent. The sign shall

be removed no later than five (5) consecutive days after the property has been sold or let.

**§27-2607. Signs Allowed in All Zoning Districts and in Conjunction with all Uses.**

In all Zoning Districts and in conjunction with all Uses, the following types of signs are permitted, contingent upon the securing of a sign permit when one is required, and when in full compliance with the applicable requirements of this Chapter.

- a. Any exempt sign.
- b. Any noncommercial temporary sign.

**§27-2608. Signs Allowed in Conservation and Residential Districts (CR, WS, SR-1, SR-2, RR, VR, & MHP).**

In the CR, WS, SR-1, SR-2, RR, VR, and MHP Zoning Districts the following types of signs and no others shall be permitted upon a lot or site, contingent upon the securing of a sign permit when one is required and when in full compliance with the requirements of this chapter.

- a. Monument signs for residential developments and/or buildings containing more than ten (10) units in compliance with the following regulations.
  - 1. One (1) sign per street frontage.
  - 2. Each sign shall have a maximum sign area of twenty (20) square feet and a maximum sign height of five (5) feet.
  - 3. Illumination of such sign shall only be done externally with a shielded, downward facing light source.
  - 4. Each sign shall only be erected/installed upon a portion of land owned and controlled by a homeowners or condominium association. The association shall be responsible for maintaining the sign.
- b. Pole or monument signs for permitted non-residential uses in compliance with the following regulations.
  - 1. One (1) sign per street frontage, and only one (1) type of sign (pole or monument) per property. Where a property or use has multiple signs, all the signs shall be integrated and have a consistent style, lettering, and construction.
  - 2. Each pole sign shall have a maximum sign area of sixteen (16) square feet and a maximum sign height of seven (7) feet. Each monument sign shall have a

maximum sign area of thirty (30) square feet and a maximum sign height of five (5) feet.

3. Illumination of pole signs shall only be done externally with a shielded, downward facing light source. Illumination of monument signs shall only be done with internal illumination or externally with a shielded, downward facing light source.
4. A permitted sign may contain manually changeable copy.

**§27-2609. Signs Allowed in Institutional, Office, and Industrial Districts (IN, OP, I, & IO).**

In the IN, OP, I, and IO Zoning Districts the following types of signs and no others shall be permitted upon a lot or site, contingent upon the securing of a sign permit when one is required and when in full compliance with the applicable requirements of this chapter.

- a. Any commercial temporary sign.
- b. Freestanding signs for permitted non-residential uses in compliance with the following regulations.
  1. One (1) sign per street frontage.
  2. Each sign shall have a maximum sign area of fifty (50) square feet.
  3. Pole signs shall have a maximum sign height of twelve (12) feet, and monument signs shall have a maximum sign height of seven (7) feet.
  4. Each sign may be externally or internally illuminated. External illumination shall only be done with a shielded, downward facing light source.
- c. Building signs for permitted non-residential uses in compliance with the following regulations.
  1. No more than two (2) projecting or wall signs shall be erected/installed on each principal building located on a property, and not more than one (1) of these two (2) signs shall be a projecting sign.
  2. The sign area of each wall sign shall not exceed ten percent (10%) of the exterior area of the building wall onto which it is mounted (including window and door area and cornices). Any projecting sign shall have a maximum sign area of thirty-two (32) square feet.

3. The total sign area of all the building signs on the property shall not exceed sixty (60) square feet.
- d. Additional temporary sign for permitted non-residential uses in compliance with the following regulations.
    1. One (1) additional commercial temporary sign is allowed on any property that contains more than 10,000 square feet of gross floor area.
    2. The additional commercial temporary sign shall have a maximum sign area of sixteen (16) square feet and a maximum sign height of six (6) feet.
  - e. Electronic message center or changeable copy signs for permitted non-residential uses in compliance with the following regulations.
    1. An electronic message center sign or a changeable copy sign may be substituted for or incorporated into a permitted freestanding sign or wall sign but no more than one (1) electronic message sign may be utilized on any one (1) property.
    2. The electronic message center sign or changeable copy sign shall comply with all the requirements of the sign it is being substituted for or incorporated into.
    3. If fully replacing an allowed sign, the electronic message center sign or changeable copy sign shall have a maximum sign area that is fifty percent (50%) of the allowed maximum sign area of the sign it is being substituted for.
  - f. One (1) sandwich board sign for permitted non-residential uses.

**§27-2610. Signs Allowed in Commercial Districts (C-1, C-2, & C-3).**

In the C-1, C-2, and C-3 Zoning Districts the following types of signs and no others shall be permitted upon a lot or site, contingent upon the securing of a sign permit when one is required and when in full compliance with the applicable requirements of this Chapter.

- a. Any commercial temporary sign.
- b. Monument signs for residential developments and/or buildings containing more than ten (10) units in compliance with the following regulations.
  1. One (1) sign per street frontage.
  2. Each sign shall have a maximum sign area of twenty (20) square feet and a maximum sign height of five (5) feet.

3. Illumination of such sign shall only be done with a shielded, downward facing light source.
  4. Each sign shall only be erected/installed upon a portion of land owned and controlled by a homeowners or condominium association. The association shall be responsible for maintaining the sign.
- c. Freestanding signs for permitted non-residential uses in compliance with the following regulations.
1. One (1) sign per street frontage.
  2. Each sign shall have a maximum sign area of one hundred (100) square feet.
  3. Pole signs shall have a maximum sign height of twenty (20) feet, and monument signs shall have a maximum sign height of seven (7) feet.
  4. Each sign may be externally or internally illuminated. External illumination shall only be done with a shielded, downward facing light source.
- d. Building signs for permitted non-residential uses in compliance with the following regulations.
1. No more than two (2) projecting or wall signs shall be erected/installed on each principal building located on a property, and not more than one (1) of these two (2) signs shall be a projecting sign.
  2. No more than four (4) window signs shall be allowed on each principal building located on a property, and not more than two (2) of these four (4) signs shall be in a single window.
  3. Sign Area.
    - (a) The sign area of each wall sign shall not exceed twenty percent (20%) of the exterior area of the building wall onto which it is mounted (including window and door area and cornices).
    - (b) Any projecting sign shall have a maximum sign area of thirty-two (32) square feet.
    - (c) The sign area of each window sign shall not exceed twenty percent (20%) of the area of the window it is mounted in, and no more than thirty percent (30%) of the area of a window shall be covered by signage.
    - (d) The total sign area of all the building signs on the property shall not exceed one hundred (100) square feet.

- e. Additional temporary sign for permitted non-residential uses in compliance with the following regulations.
  - 1. One (1) additional commercial temporary sign is allowed on any property that contains more than 5,000 square feet of gross floor area in non-residential use.
  - 2. The additional commercial temporary sign shall have a maximum sign area of sixteen (16) square feet and a maximum sign height of six (6) feet.
  
- f. Electronic message center or changeable copy signs for permitted non-residential uses in compliance with the following regulations.
  - 1. An electronic message center sign or a changeable copy sign may be substituted for or incorporated into a permitted freestanding sign or wall sign but no more than one (1) electronic message sign may be utilized on any one (1) property.
  - 2. The electronic message center sign or changeable copy sign shall comply with all the requirements of the sign it is being substituted for or incorporated into.
  - 3. If fully replacing an allowed sign, the electronic message center sign or changeable copy sign shall have a maximum sign area that is fifty percent (50%) of the allowed maximum sign area of the sign it is being substituted for.
  
- g. One (1) sandwich board sign for permitted non-residential uses.

**§27-2611. Special Sign Regulations for Specific Uses.**

The following regulations apply to the signage allowed in conjunction with certain Uses and activities. These regulations are in addition to the other requirements set forth in this Part. The erection or placement of any sign allowed pursuant to this Section is contingent upon the securing of a sign permit when one is required and must be done in full compliance with the applicable requirements of this chapter.

- a. Agricultural Uses (A Uses). In place of the signs allowed in the zoning district where an agricultural use is located, such a Use may erect the following signs.
  - 1. Any commercial temporary sign.
  - 2. Pole signs for permitted agricultural uses in compliance with the following regulations.
    - (a) One (1) sign per street frontage.



- (b) Each pole sign shall have a maximum sign area of twenty (20) square feet and a maximum sign height of seven (7) feet.
  - (c) Illumination of pole signs shall only be done externally with a shielded, downward facing light source.
  - (d) A permitted sign may contain manually changeable copy.
3. Pole signs advertising the crop being grown in a farm field in compliance with the following:
- (a) One (1) sign per field of crop.
  - (b). Each pole sign shall have a maximum sign area of two (2) square feet and a maximum sign height of five (5) feet.
  - (c) The sign shall not be illuminated.
  - (d) The sign shall only be in place while the advertised crop is actually planted and growing in the field.
  - (e) Sign permits are not required for these signs.
- b. Service Stations (Use J19). In addition to the signs allowed in the zoning district where the service station is located, such a Use may also have the following signs:
- 1. If the service station has more than one (1) road frontage, it may have an additional electronic message center signs or changeable copy sign for each additional road frontage. Other than regarding the number allowed on each property, these signs shall comply with the applicable regulations for the zoning district the service station is located in.
  - 2. If the service station has one (1) or more fuel island canopies (“FIC”) over the gasoline pumps, it may place a sign on the face of each FIC in accordance with the following:
    - (a) The sign shall just consist of the name of the service station or the brand of fuel being sold.
    - (b) Each side of the FIC facing a road frontage may have a sign on it.
    - (c) The sign area shall not exceed forty-five (45) square feet or thirty percent (30%) of the total area of the side of the FIC the sign is located upon, whichever is larger.
    - (d) The sign on the FIC shall have a maximum sign height of twenty (20) feet.

- (e) Each FIC sign may only be illuminated internally. No external illumination of the sign is allowed.
- c. Multi-tenant Commercial/Industrial Buildings (F, I, J, and K Uses – not including shopping centers). In place of the signs allowed in the zoning district where a multitenant building is located, such a Use may erect the following signs.
  - 1. Where multiple tenants use the same entrance to a building, a directional sign may be posted or erected outside each such entrance to the building in accordance with the following:
    - (a) Each sign shall have a maximum sign area of six (6) square feet and a maximum sign height of six (6) feet.
    - (b) Each sign can be a freestanding sign or a wall sign.
    - (c) Each sign shall only provide information concerning the location of tenants within the building.
  - 2. Where a tenant has a separate dedicated entrance just for that tenant, the tenant may post or erect a sign with its and/or logo outside this dedicated entrance to the building in accordance with the following:
    - (a) Each sign shall have a maximum sign area of six (6) square feet and a maximum sign height of six (6) feet.
  - 3. Where the Use is comprised of several separate buildings in an integrated complex or campus (Use F6, F7, and J32 only), directional signs may be posted or erected along the driveways of the complex/campus at each entrance to the complex/campus or at each building within the complex/campus in accordance with the following:
    - (a) Each sign shall be a freestanding sign with a maximum sign area of twenty (20) square feet and a maximum sign height of six (6) feet.
    - (b) Each sign shall be placed to provide directions to and so it can be read by drivers in automobiles traversing the adjacent driveway or parking lot.
    - (c) Each sign shall only provide information concerning the location of tenants within the complex/campus.
  - 4. Each tenant may erect a single commercial temporary sign and a single sandwich board sign.

- d. Multi-tenant Shopping Centers (Use J24 and similar). In place of the signs allowed in the zoning district where the shopping center is located, such a Use may erect the following signs:
1. A pole sign containing the name of the shopping center and the name of one (1) or more of the tenants of the shopping center along each arterial road frontage in accordance with the following:
    - (a) Each pole sign shall have a maximum sign area of one hundred fifty (150) square feet and a maximum sign height of twenty-two (22) feet.
    - (b) Each pole sign may only be illuminated internally. No external illumination of the sign is allowed.
  2. A monument sign containing the name of the shopping center along each non-arterial road frontage in accordance with the following:
    - (a) Each monument sign shall have a maximum sign area of fifty (50) square feet and a maximum sign height of seven (7) feet.
    - (b) Each monument sign may only be illuminated internally. No external illumination of the sign is allowed.
  3. A single wall sign on the wall of each tenant's unit in accordance with the following:
    - (a) Each wall sign shall have a maximum sign area of thirty (30) square feet.
    - (b) The wall sign shall only contain the tenant's name and/or logo.
    - (c) Each wall sign may only be illuminated internally. No external illumination of the sign is allowed.
  4. A single projecting sign on the wall of each tenant's unit in accordance with the following:
    - (a) Each projecting sign shall have a maximum sign area of six (6) square feet and a maximum sign height of twelve (12) feet.
    - (b) The projecting sign shall only contain the tenant's name and/or logo.
    - (c) Each projecting sign may only be illuminated internally. No external illumination of the sign is allowed.
  5. Each tenant may erect a single commercial temporary sign and a single sandwich board sign.

- d. Theater (Use J10). In addition to the signs allowed in the zoning district where the theater is located, such a Use may erect the following signs:
1. A single marquee sign at the main entrance to the theater in accordance with the following:
    - (a) The marquee sign shall have a maximum sign area of one hundred fifty (150) square feet or thirty (30) square feet per separate theater room within the theater building, whichever is greater.
    - (b) The marquee sign may only be illuminated internally. No external illumination of the sign is allowed.
  2. Wall signs specifically designed and used to advertise current and future events or showings at the theater in accordance with the following:
    - (a) Each wall sign shall be no larger than forty (40) inches by fifty-five (55) inches and shall not project more than four (4) inches from the wall
    - (b) No wall sign shall have a sign height in excess of eight (8) feet.
    - (c) Each theater may erect up to four (4) wall signs or one (1) wall sign per separate theater room within the theater building, whichever is greater.
    - (d) The wall signs may only be illuminated internally. No external illumination of the sign is allowed.
- e. Outdoor Athletic Venues (Use E1 or E2). In addition to the signs allowed in the zoning district where the venue is located, such a Use may erect the following signs:
1. Scoreboards in accordance with the following:
    - (a) One (1) scoreboard per playing field
    - (b) The scoreboard shall have a maximum sign area of one hundred (100) square feet and a maximum sign height of twelve (12) feet.
    - (c) Commercial messages shall not exceed 30% of the front face of the scoreboard.
    - (d) The face of all scoreboards, including any attached commercial signs and panels, shall be permanently oriented toward the athletic venue and the spectators located therein.

- (e) Illumination of the scoreboard shall only be done externally with a shielded, downward facing light source. Team names and numbers may be shown on the scoreboard electronically or digitally in conformance with the electronic message center regulations.
2. Off-premises signs in accordance with the following:
- (a) Such signs shall only be hung from fencing surrounding an individual athletic field and shall be permanently oriented toward the athletic venue and the spectators located therein.
  - (b) One (1) sign per fifteen (15) of fencing.
  - (c) Each sign shall have a maximum sign area of thirty (30) square feet and a maximum sign height of six (6) feet.
  - (d) The signs shall only be hung during the athletic seasons the field is in use.
  - (e) The signs shall not be directly illuminated except as a result of the field being illuminated during an event.
- f. Bars and Restaurants (Use J6, J7, and J8). In addition to the signs allowed in the zoning district where the bar or restaurant is located, such a Use may erect the following signs:
1. Neon window signs in accordance with the following:
- (a) The sign area of each window sign shall not exceed twenty percent (20%) of the area of the window it is mounted in, and no more than thirty percent (30%) of the area of a window shall be covered by signage. Moreover, the sign area window signs shall not exceed ten percent (10%) of the exterior area of the building wall in which the windows with these signs are located (including window and door area and cornices).
  - (b) The signs shall be turned off whenever the business establishment where they are hung is closed to the public.
  - (c) The signs shall comply with the illumination and intensity regulations for electronic message centers contained within this Part.

**§27-2612. Off-Premises Signs**

Off-premises signs are allowed in the Township in accordance with the following requirements. This section applies to both commercial and noncommercial off-premises signs, except as may be specifically provided for elsewhere in this chapter.

- a. Purpose. Off-premises signs are controlled by this chapter to serve the following purposes:
  - 1. To ensure that a physical environment is maintained that is attractive to desirable types of development;
  - 2. To prevent visual pollution in the Township and protect property values;
  - 3. To prevent glare onto adjacent property and streets;
  - 4. To protect the open space and natural character of areas of the Township planned to remain agricultural or as conservation areas;
  - 5. To avoid the creation of additional visual distractions to motorists; and
  - 6. To protect the public's health, safety, morals and general welfare.
- b. Approval. Off-premises signs are only permitted as a special exception.
- c. Location. Off-premises signs shall be only located only along Route 313/Swamp Road in the OP Zoning District or along County Line Road in the I and/or IO Zoning Districts.
- d. Type. All off-premises signs shall be non-illuminated, permanent freestanding signs erected upon the ground. No off-premises sign shall be erected upon, painted on, applied to, attached to, and/or supported by a building, vehicle, or other structure.
- e. Site
  - 1. All off-premises signs shall be erected upon land which is leased or purchased for the exclusive business purpose of advertising by sign. Only one (1) such sign may be erected per parcel.
  - 2. Off-premises signs shall not be erected upon or within any protected natural resource.
  - 3. Off-premises signs shall not be erected upon or within any rights-of-way, utility easements, or any easement held by the Township or a third party.
  - 4. Off-premises signs shall not be erected upon a bridge or culvert.
- f. Area. No off-premises sign shall be permitted to exceed a maximum sign area of one hundred and sixty (160) square feet, including border and trim but excluding supports. A sign having two (2) sides back-to-back or a V-shaped sign with a horizontal angle not greater than forty-five degrees (45°) is permitted to have one hundred and twenty (120) square feet on each side for a total maximum sign area of two hundred and forty (240) square feet.

g. Sign Height

1. No off-premises sign or any part thereof shall be taller than twenty (20) feet in height as measured from the nearest shoulder of the road to the highest point of the proposed sign or taller than twenty-five (25) feet in height measured from the lowest point of the undisturbed surface of the ground underneath the sign.
2. All off-premises signs shall have a minimum clearance of eight (8) feet.
3. No off-premises sign shall be erected upon a berm or other artificial/man-made structure designed to increase the height of the sign.

h. Setbacks

1. Right-of-Way. No off-premises sign or any part thereof shall be erected or maintained closer than fifty (50) feet from the existing or ultimate right-of-way of a public street. No off-premises sign or any part thereof shall be erected or maintained farther away than one hundred (100) feet from the existing or ultimate right-of-way of Route 313/Swamp Road or County Line Road. No off-premises sign or any part thereof shall be erected or maintained within fifty (50) feet of any driveway or private lane.
2. Side or Rear Yards. No off-premises sign or any part thereof shall be erected or maintained within fifty (50) feet of any side or rear property line.
3. Street Intersection. No off-premises sign shall be erected within one hundred (100) feet of any public street intersection.
4. Bridge or Overpass. No off-premises sign shall be erected within five hundred (500) feet of any bridge or overpass.
5. Buildings and signs. No off-premises sign or any part thereof shall be erected or maintained within fifty (50) feet of any building or on-premises sign.
6. Residences. No off-premises sign shall be located closer than five hundred (500) feet to any residence located within a residential ~~or agricultural~~ zoning district, such measurement to be made between the two (2) nearest points located on any portion of the sign and the residence.
7. Public and civic places. No off-premises sign shall be placed so as to face a lot located within three hundred (300) feet of the sign and occupied by a church, school, park, playground, open space, historic building, or cemetery.
8. Other off-premises signs. No off-premises sign shall be located closer than one thousand (1,000) feet to any other off-premises outdoor advertising sign, such

measurement to be made between the two (2) nearest points located on any portion of the signs.

- i. Advertisement. An off-premises sign structure may contain only one (1) sign or advertisement per face.
- j. Illumination. Off-premises signs shall not be artificially lit in any fashion.
- k. The following buffer plants shall be planted adjacent to all off-premises signs. The size and species of these plants shall comply with the requirements listed in Part 28 of this Chapter.
  - 1. Five (5) evergreens within a forty (40) foot radius along the sides and rear of the sign;
  - 2. Four (4) flowering trees within a fifty (50) foot radius along the sides of the sign; and
  - 3. One (1) shrub in front of the sign for every three (3) lineal feet of sign frontage.
- l. Construction and Maintenance.
  - 1. All plans for off-premises signs shall be certified by a licensed engineer registered in Pennsylvania.
  - 2. All off-premises signs shall be constructed in accordance with industry-wide standards established by the Outdoor Advertising Association of America and the Institute of Outdoor Advertising, or their successor organizations, as well as in accordance with the Pennsylvania Uniform Construction Code.
  - 3. All off-premises signs shall be structurally sound and maintained in good condition and in compliance with the Pennsylvania Uniform Construction Code.
  - 4. The structural components of the sign shall be maintained to ensure their integrity and to prevent the possible collapse of the sign. Any damage to the structural components shall be repaired within twenty-four (24) hours.
  - 5. The face of the sign shall be blank or shall show the full advertisement. Signs having ripped, defaced, or partial advertisements shall be immediately repaired by having the advertisement restored to its original condition, removed, or covered.
  - 6. The rear face of a single-face, off-premises sign shall be painted and maintained with a single neutral color as approved by the Township.
  - 7. Every three (3) years, the owner of the off-premises sign shall have a structural inspection made of the sign by a licensed engineer registered in Pennsylvania and



shall provide to the Township a certificate certifying that the sign is structurally sound.

8. Any trees greater than four (4) inches, DBH removed or damaged during the construction of the sign shall be replaced or replanted on an equivalent caliper basis. The caliper of all the trees removed or damaged shall be added together, and the applicant shall be required to plant new trees, whose cumulative caliper equals or exceeds that of the removed or damaged trees. The planting of replacement trees shall occur onsite, or on a property within New Britain Township designated and approved by the Board of Supervisors, unless the applicant offers a fee in lieu of the required replacement, such fee being approved by the Board of Supervisors, in its sole discretion. Replacement trees shall be species native to the Township; planted not less than 20 feet on center; and shall have a minimum caliper of three and a half (3½) inches, DBH
- m. Identification of Sign Owner: All off-premises signs shall be identified on the structure with the name, address, and phone number of the owner of such sign.
- n. Prohibitions. All off-premises signs shall comply with the prohibited signs section of this Part. No digital or electronic off-premises signs are allowed, including, but not limited to, revolving or flashing signs, signs with intermittent illumination, or signs with mechanically or electronically changing messages or pictures. No mobile signs or manually changeable copy signs shall be permitted as off-premises signs.
- o. Application/Plan Requirements. All applicants/owners of an off-premises sign must obtain a sign permit prior to erecting the sign in addition to obtaining special exception approval. Any plans submitted in conjunction with an off-premises sign permit application shall show the following in addition to the information required for any sign permit application:
  1. The location of the proposed sign on the lot with all the required sign setbacks.
  2. The location and species of: existing trees, trees and vegetation to be removed, replacement trees, and proposed landscaping and buffering.
  3. The distance to the nearest existing off-premises sign.
  4. Proof of compliance with all of the applicable requirements set forth in this chapter.
  5. Certification under the seal by a licensed engineer that the off-premises sign, as proposed, is designed in accordance with all federal, state, and local laws, codes, and professional standards.
- p. Additional Regulations. All off-premises signs shall comply with any and all applicable zoning regulations of the Township, and all other applicable municipal, state, and/or

federal regulations. In the event any other applicable regulation is in conflict with the provisions of this Section, the more strict regulation shall apply.

- q. Safety. In applying for special exception relief, the applicant bears the burden of proof to establish that the proposed off-premises sign will not create a public health or safety hazard in the matter and location that it is proposed and in the manner by which it is to be erected and used.

### §27-2613. Permits & Applications

- a. Permit required. It shall be unlawful to erect, install, construct, alter, structurally repair, move, or replace any sign not classified as “exempt” under this Part without first obtaining a sign permit from the Township Zoning Officer. Normal sign maintenance, which only includes cleaning and repairs, shall not require a sign permit nor shall a permit be required for changing the advertising copy on a permanent sign.
- b. Prior to the erection of any sign or signs requiring a sign permit, the applicant shall file a sign permit application with the Township along with any required fee, set from time to time by resolution of the Board of Supervisors.
- c. Along with the application, the applicant shall submit two (2) copies of a plan drawn to scale depicting:
  - 1. Lot dimensions; building frontage; and existing cartways, rights-of-way and driveways.
  - 2. The design of each sign face and sign structure, including dimensions, total area, sign height, depth, color scheme, structural details, materials, lighting scheme and proposed location.
  - 3. Building elevations, existing and proposed facades, parapet walls, eave line and the location and size of all proposed and existing permanent signage.
  - 4. Current photographs showing existing signs on the premises (if any) and certifying the date on which photographs were taken.
- d. Upon the filing of an application for a sign permit, the Township shall examine such plans and specifications and other data and the premises upon which it is proposed to erect the sign or other advertising structure, and if it shall appear that the proposed structure(s) is(are) in compliance with the requirements of this Part and chapter and all other laws and ordinances of the Township, the officer shall then issue the sign permit. If the work authorized under a sign permit has not been completed within six (6) months of the date of issuance, the said permit shall become null and void.

- e. An application for a sign permit may be denied by the Township if the application fails to comply with the standards contained herein. The Township shall inform the applicant of the reasons for denying the sign permit application in writing.
- f. Upon denial of a sign permit application, the applicant has thirty (30) days to revise and resubmit the application for review by the Township. In the alternative, the applicant may appeal the denial to the Zoning Hearing Board in accordance with the requirements of this chapter.
- g. Sign permits shall not expire provided that such signs are not abandoned or destroyed. In the instance that substantial repair or replacement becomes necessary (i.e., repairs that cost more than fifty (50) percent of the replacement cost of the damaged sign); the applicant must apply for a new sign permit, and pay an additional fee, if required.

**§27-2614. Maintenance.**

All signs permitted in this chapter must be constructed of durable materials and must be kept in good condition and repair. If any sign is allowed to become dilapidated, then the owner of the property upon which the sign is located shall be notified by the Zoning Officer to restore said sign to good and proper condition within thirty (30) days. The Zoning Officer shall make the determination as to whether the sign has become dilapidated and, also, whether said sign has been restored to good and proper condition. Should the landowner object to the Zoning Officer's determination, then said landowner shall appeal the Zoning Officer's decision to the Zoning Hearing Board within thirty (30) days after receiving notice from the Zoning Officer. Failure of a landowner to either rectify the condition of the sign within thirty (30) days or to appeal the decision of the Zoning Officer to the Zoning Hearing Board within thirty (30) days shall constitute a violation of this chapter.

**§27-2615. Removal of Unpermitted, Unlawful, Unsafe, or Abandoned Signs.**

The following provisions shall apply in all zoning districts:

- a. Unsafe, unlawful, or unpermitted signs.
  - 1. Upon receipt of written notice from New Britain Township, the sign owner or owner of the property where the sign is located shall remove any sign which meets one (1) or more of the following:
    - (a) Becomes unsafe;
    - (b) Is in danger of falling;
    - (c) Becomes deteriorated so that it no longer serves the purpose of communication;

- (d) Determined to be a nuisance by the Township;
  - (e) Has been unlawfully erected in violation of any of the provisions contained in this Part; or
  - (f) Has been erected without application for and/or without the issuance of a sign permit in conformance with the provisions contained in this Part.
2. New Britain Township may remove or cause to be removed, the sign, at the expense of the sign owner or property owner, where such owner has not complied with the terms of the notice. Permanent signs shall be removed or remedied within thirty (30) days of the date of the notice. Temporary signs shall be removed within five (5) business days of the date of the notice. In the event of immediate danger, the Township may remove the sign immediately upon issuance of notice.
- b. Abandoned signs.
- 1. It shall be the responsibility of the owner of any property upon which an abandoned sign is located to remove such sign within thirty (30) days of the sign becoming abandoned as defined in this Part. Removal of an abandoned sign shall include the removal of the entire sign including the sign face, supporting structure, and structural trim.
  - 2. Where the owner of the property on which an abandoned sign is located fails to remove such sign in thirty (30) days, New Britain Township may remove such sign. Any expense directly incurred in the removal of such sign shall be charged to the owner of the property. Where the owner fails to pay, New Britain Township may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.

**§27-2616 Nonconforming Signs.**

- a. Signs legally in existence as of ~~October 10, 2020~~November 21, 2020, which do not conform to the requirements of this chapter, shall be considered nonconforming signs.
- b. Nonconforming signs may be repainted or repaired, the sign copy may be changed, and sign faces may be replaced provided that these actions do not increase the dimensions of the existing sign and do not in any way increase the extent of the sign's nonconformity. A nonconforming sign, however, shall be brought into conformance with the sign regulations of this Part if and when the following occurs:

1. The sign is removed, relocated, or significantly altered. Significant alterations include changes in the size or dimension of the sign or changes to the support structure of the sign.
  2. If more than fifty percent (50%) of the sign area is damaged, it shall be repaired to conform to this chapter.
  3. An alteration in the structure of a sign support.
  4. A change in the mechanical facilities or type of illumination
  5. A change in the material of the sign face.
  6. The property on which the nonconforming sign is located submits a subdivision or land development application requiring municipal review and approval.
  7. The property on which the nonconforming sign is located undergoes a change of land use requiring the issuance of either a use and occupancy permit or a change of use and occupancy permit by the Township.
- c. To request a determination of the legal nonconforming status of existing signs, the requestor shall submit the following information to the Township Zoning Officer:
1. Type(s) of existing sign(s) located on the property.
  2. The area and height of all signs.
  3. For freestanding signs, the distance between the curblin e or shoulder and the nearest portion of the sign.
  4. Type of sign illumination.
  5. The material of which the sign is constructed.
  6. The building frontage.
  7. If the sign in question is an off-premises sign, the applicant shall also submit the plan requirements for such signs as listed in this Part.
- d. A nonconforming sign shall be exempt from being brought into conformance in accordance with the provisions of this Section if it meets one (1) of the following conditions:
1. The nonconforming sign possesses documented historic value.

2. The nonconforming sign is of a unique nature or type by virtue of its architectural value or design, as determined by the National Park Service, Pennsylvania Historical and Museum Commission, or local historical commission.
  3. When a nonconforming sign is required to be moved because of public right of way improvements.
- e. Nonconforming signs on the premises of legal nonconforming uses.
1. Signs on the premises of legally nonconforming uses (such as an office in a residential area) may remain until the existing nonconforming use of the premises is discontinued.
  2. If a sign wears out or is damaged (including rust, faded colors, discoloration, holes, or missing parts or informational items), or is changed for any other reason, the number, size, and area of all signs relating to the premises shall not be increased beyond the characteristics of the sign or signs that existed on that property as of ~~October 10, 2020~~November 21, 2020.

**ARTICLE XLV.            Buffer Yards**

Subsection 27-2802.a.3 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

3. Where a combination of trees and shrubs are being planted, this mixture of plants shall be chosen and planted in such a fashion and density as to provide the required screening of the neighboring properties. The Table below indicates the minimum amount of plant material that is required per linear foot of buffer length. Unless required elsewhere in this chapter, plantings are not required to run parallel or be aligned on property or right-of-way boundaries. At the discretion of the Township, plant material may be sited on any portion of the property for buffer purposes and may be staggered or grouped, if a satisfactory buffer can be achieved in this fashion.

BUFFER WIDTH	PLANTING OPTIONS
<u>Up to an including 25 feet</u>	(a) 1 canopy tree per 60 feet and 1 flowering tree per 40 feet and 1 shrub per 20 feet
<u>35 More than 25 feet and less than 45 feet</u>	(b) 1 canopy tree per 60 feet and 1 flowering tree per 60 feet and 1 evergreen per 60 feet and 1 shrub per 20 feet
	(c) 1 canopy tree per 60 feet and 1 hedge planted 1 to 5 feet inside the boundary line with plants 3 feet on center
	(d) 1 canopy tree per 50 feet and 1 evergreen per 30 feet and 1 shrub per 20 feet
45 feet or greater	(e) 1 canopy tree per 50 feet and 1 flowering tree per 50 feet and 1 evergreen per 50 feet and 1 shrub per 15 feet
	(f) 1 canopy tree per 100 feet and 1 evergreen per 30 feet and 1 hedge planted 1 to 5 feet inside the boundary line with plants 3 feet on center
	(g) 1 evergreen per 25 feet and 1 shrub per 10 feet
	(h) A berm varying in height from 3 to 5 feet with maximum side slopes of all be 4 horizontal to 1 vertical and 1 flowering or evergreen tree per 20 feet and 1 shrub per 10 feet

**ARTICLE XLVI. Buffer Yards**

Subsection 27-2802.c.2 of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “Koelreuteria paniculata — Golden Rain Tree” from this list of approved flowering trees.

**ARTICLE XLVII. Buffer Yards**

Subsections 27-2802.c.5 and c.6 of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “Euonymus alatus - Winged Euonymus” from these lists of approved plants.

**ARTICLE XLVIII. Buffer yards**

Subsection 27-2803 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to add a new subsection g. that shall read as follows:

- g. Buffers created and/or planted in conformance with Chapter 22 of this Code shall be maintained as originally designed and approved. Required buffer vegetation shall not be removed and shall be replaced by the owner of the buffer with like plants if dead, diseased, or severely damaged.

**ARTICLE XLIX.            Parking**

Subsection 27-2902.f of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

- f. Site Plan. Any parking area construction, installation, expansion, and/or improvement involving any new or additional impervious area shall require submission of a site plan to the Township for approval.

**ARTICLE L.                Parking**

Subsection 27-2902 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to add a new subsections g and h which shall read as follows:

- g. Common guest parking areas shall be required at the rate of 0.3 spaces per dwelling unit for B3, B4, B5, and B6 Uses. On-street parking may be counted towards meeting this requirement, and the remainder, if any, shall be provided in an off-street parking lot that meets all of the applicable regulations and requirements set forth in Chapter 22, Subdivision and Land Development, of this Code.
- h. Except for an off-street parking area on a single-family lot or serving a single-family or two-family dwelling, no off-street parking area shall be designed or built to require vehicles exiting the area to back out onto a street.

**ARTICLE LI.                Parking**

Subsection 27-2905.b.3 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

- 3. Trailer. A vehicle with a length of 10 feet or more that is not self-propelled; that is intended to haul materials, vehicles, goods, gases or liquids; and/or that is intended to be pulled by a tractor (as defined above).



**ARTICLE LII.            Parking**

Subsection 27-2905.e of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

- e. No commercial truck or van with a gross weight exceeding 8,500 pounds or greater than two (2) axles or any tractor or any trailer (as defined by this section) shall be maintained (except emergency repairs), parked, stored, or otherwise kept within or upon a lot, driveway, street, or other location that is within a residential zoning district between the hours of 8:30 p.m. and 9:00 a.m. any day of the week. This prohibition does not apply to a single truck or van parked, stored, or otherwise kept within an enclosed building or garage upon a residential lot.

**ARTICLE LIII.            Attachment 2**

The following portions of Attachment 2 to Chapter 27 of the New Britain Code of Ordinances are hereby amended to read as follows:

LAND USE	CR	WS	SR-1	SR-2	RR	VR	MHP	C-1	C-2	C-3	OP	IN	I	IO
C. INSTITUTIONAL USES														
C4 Group Home	SE	SE	SE	SE	SE	SE	SE	N	N	N	N	SE	N	N
H. RESIDENTIAL ACCESSORY BUILDING, STRUCTURE OR USE														
H16. Short Term Rental	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N

**ARTICLE LIV.            Repealer**

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**ARTICLE LV.            Severability**

If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

**ARTICLE LVI.            Effective Date**

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

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**NEW BRITAIN TOWNSHIP**  
**ZONING AMENDMENT -REZONING**  
**Ordinance No.: 2020-\_\_\_\_\_**

*ENACTED* and *ORDAINED* this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**NEW BRITAIN TOWNSHIP**  
**BOARD OF SUPERVISORS**

\_\_\_\_\_  
William B. Jones, III, Chairman

\_\_\_\_\_  
Helen B. Haun, Vice Chair

\_\_\_\_\_  
Gregory T. Hood

\_\_\_\_\_  
Cynthia M. Jones

\_\_\_\_\_  
MaryBeth McCabe

MARY C. EBERLE  
JOHN B. RICE  
DIANNE C. MAGEE \*  
DALE EDWARD CAYA  
DAVID P. CARO ◊  
DANIEL J. PACI ◊ †  
JONATHAN J. REISS ◊  
GREGORY E. GRIM †  
PETER NELSON \*  
PATRICK M. ARMSTRONG  
SEAN M. GRESH  
KELLY L. EBERLE \*  
JOEL STEINMAN  
MATTHEW E. HOOVER  
COLBY S. GRIM  
MICHAEL K. MARTIN  
MITCHELL H. BAYLARIAN  
IAN W. PELTZMAN  
WILLIAM D. OETINGER

\_\_\_\_\_  
\* ALSO ADMITTED IN NEW JERSEY  
◊ ALSO ADMITTED IN NEW YORK  
† MASTERS IN TAXATION  
◊ ALSO A CERTIFIED PUBLIC ACCOUNTANT

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SUCCESSOR TO  
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ESTABLISHED 1895 AND 1956,  
RESPECTIVELY  
125TH ANNIVERSARY 1895-2020

\_\_\_\_\_  
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(215) 536-1200  
FAX (215) 538-9588  
  
(215) 348-2199  
FAX (215) 348-2520

October 14, 2020

Ms. Eileen Bradley, Township Manager  
New Britain Township  
207 Park Avenue  
Chalfont, PA 18914

**Re: Proposed New Britain Township 2020 Omnibus Zoning Amendment**

Dear Eileen:

Enclosed please find copies of the following documents concerning the above-captioned ordinance:

1. Correspondence directed to the Intelligencer;
2. Correspondence directed to the Bucks County Law Library;
3. Correspondence directed to the Township and County Planning Commissions;
4. The Legal Notice; and
5. The proposed Zoning Ordinance Amendment.

Please post the Legal Notice on the Township's bulletin board. In addition, the enclosed copy of the Ordinance Amendment should be kept at the front desk for public inspection and/or photocopying purposes prior to the November 16, 2020, hearing. Finally, please remember to place this matter on the Board's Agenda for their November 16, 2020 meeting. If you have any questions regarding this matter, please contact me. Thank you.

Sincerely,

**GRIM, BIEHN & THATCHER**

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

Peter Nelson

HPN/bf  
Enclosures

MARY C. EBERLE  
JOHN B. RICE  
DIANNE C. MAGEE \*  
DALE EDWARD CAYA  
DAVID P. CARO ♦  
DANIEL J. PACI ♦ †  
JONATHAN J. REISS ♦  
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(215) 536-1200  
FAX (215) 538-9588  
(215) 348-2199  
FAX (215) 348-2520

October 14, 2020

**Via Email (legals@theintell.com)**

The Intelligencer  
333 North Broad Street  
P.O. Box 1109  
Doylestown, PA 18901

**Re: Legal Notice for Advertisement in the Intell/Run Dates: 10/26/20 & 11/3/20  
New Britain Township 2020 Omnibus Zoning Amendment**

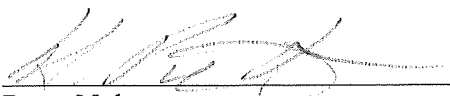
Dear Sir or Madam:

Enclosed please find a Legal Notice for advertisement regarding a Zoning Amendment proposed by New Britain Township. Please advertise this Notice twice in your newspaper, once on Monday, October 26, 2020 and once on Tuesday, November 3, 2020.

I also enclose a full text copy of this proposed Zoning Amendment which I request you keep on file for public inspection purposes through November 16, 2020. Please send the proof of publication directly to my office and forward your invoice for advertising directly to Ms. Eileen Bradley, Township Manager, New Britain Township, 207 Park Avenue, Chalfont, PA 18914. If you have any questions regarding the above, please contact me. Thank you for your attention to this matter.

Sincerely,

**GRIM, BIEHN & THATCHER**

By:   
Peter Nelson

HPN/bf

Enclosure

cc: Eileen Bradley, Township Manager (w/o enc. – via e-mail only)

MARY C. EBERLE  
JOHN B. RICE  
DIANNE C. MAGEE \*  
DALE EDWARD CAYA  
DAVID P. CARO ◊  
DANIEL J. PACI ◊ †  
JONATHAN J. REISS ◊  
GREGORY E. GRIM †  
PETER NELSON \*  
PATRICK M. ARMSTRONG  
SEAN M. GRESH  
KELLY L. EBERLE \*  
JOEL STEINMAN  
MATTHEW E. HOOVER  
COLBY S. GRIM  
MICHAEL K. MARTIN  
MITCHELL H. BAYLARIAN  
IAN W. PELTZMAN  
WILLIAM D. OETINGER

\_\_\_\_\_  
\* ALSO ADMITTED IN NEW JERSEY  
◊ ALSO ADMITTED IN NEW YORK  
† MASTERS IN TAXATION  
◊ ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES  
**GRIM, BIEHN & THATCHER**

A PROFESSIONAL CORPORATION  
SUCCESSOR TO  
GRIM & GRIM AND BIEHN & THATCHER  
ESTABLISHED 1895 AND 1956,  
RESPECTIVELY  
125TH ANNIVERSARY 1895-2020

\_\_\_\_\_  
[www.grimlaw.com](http://www.grimlaw.com)  
\_\_\_\_\_

Peter Nelson  
e-mail: [pnelson@grimlaw.com](mailto:pnelson@grimlaw.com)

J. LAWRENCE GRIM, JR., OF COUNSEL  
JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET  
P.O. BOX 215  
PERKASIE, PA. 18944-0215  
(215) 257-6811  
FAX (215) 257-5374  
\_\_\_\_\_  
(215) 536-1200  
FAX (215) 538-9588  
\_\_\_\_\_  
(215) 348-2199  
FAX (215) 348-2520

October 14, 2020

Barbara A. Morris, Director  
Bucks County Law Library  
Administration Building  
55 East Court Street  
Doylestown, PA 18901

**Re: New Britain Township 2020 Omnibus Zoning Amendment**

Dear Barbara:

Enclosed please find a revised version of the above-referenced Zoning Ordinance Amendment which was originally sent to you on September 1, 2020. Please replace the Zoning Ordinance Amendment originally forwarded to you with the copy attached to this letter. Please keep this proposed Ordinance Amendment available for public inspection and/or photocopying through the hearing date of November 16, 2020.

The filing fee for the enclosed proposed Ordinance Amendment was previously forwarded to you in our letter dated September 1, 2020.

Thank you, and please contact me with any questions.

Sincerely,

**GRIM, BIEHN & THATCHER**

By:   
Peter Nelson

HPN/bf

Enclosure

cc: Eileen Bradley, Township Manager (w/o enc. – via e-mail only)

MARY C. EBERLE  
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\_\_\_\_\_

Peter Nelson  
e-mail: [pnelson@grimlaw.com](mailto:pnelson@grimlaw.com)

J. LAWRENCE GRIM, JR., OF COUNSEL  
JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET  
P.O. BOX 215  
PERKASIE, PA. 18944-0215  
(215) 257-6811  
FAX (215) 257-5374  
  
(215) 536-1200  
FAX (215) 538-9588  
  
(215) 348-2199  
FAX (215) 348-2520

October 14, 2020

Bucks County Planning Commission  
The Almshouse  
Neshaminy Manor Center  
1260 Almshouse Road  
Doylestown, PA 18901

New Britain Township Planning  
Commission  
New Britain Township Building  
207 Park Avenue  
Chalfont, PA 18914

**RE: New Britain Township 2020 Omnibus Zoning Amendment**

Dear Gentlepeople:

Enclosed for each of your Commissions, please find a true and correct draft copy of a proposed Zoning Amendment that revises an original version that was forwarded to you on September 1, 2020.. The New Britain Township Board of Supervisors authorized this revised Ordinance to be forwarded to you at their meeting on Monday, October 5, 2020. The Board is considering adopting this revised Ordinance Amendment at its public meeting on November 16, 2020. Please review the enclosed Ordinance and provide any comments to the Township.

Thank you for your time and attention to this matter. Please feel free to contact me with any questions.

Sincerely,

**GRIM, BIEHN & THATCHER**

By:   
Peter Nelson

HPN/bf

Enclosure

cc: Eileen Bradley, Township Manager (w/o enc. – via e-mail only)

LEGAL NOTICE

**NEW BRITAIN TOWNSHIP - HEARING**

**AN ORDINANCE OF THE TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, PENNSYLVANIA; PROVIDING FOR THE AMENDMENT OF CHAPTER 27, ZONING, OF THE NEW BRITAIN TOWNSHIP CODE BY ADOPTING NEW DEFINITIONS AND REVISING EXISTING DEFINITIONS; REVISING AGRICULTURAL USE REGULATIONS CONCERNING ANIMAL DENSITY AND RESIDENCES; REVISING REGULATIONS REGARDING B2 CLUSTER DEVELOPMENT, E4 COMMERCIAL SWIMMING POOLS, G4 WIRELESS TELECOMMUNICATION FACILITIES, H4 NONCOMMERCIAL SWIMMING POOLS, H13 HOUSEHOLD PETS, AND J16 GUEST HOUSE USES; REVISING REGULATIONS APPLICABLE TO MEDICAL, GENERAL, AND SALES OFFICES; ESTABLISHING NEW H16 SHORT TERM RENTAL USE; REVISING WATERSHED DISTRICT REQUIREMENTS; AMENDING PERMITTED USES IN RESIDENTIAL, C-3, AND IN DISTRICTS; REVISING REGULATIONS IN THE C-3, I, AND IO DISTRICTS; REVISING MINIMUM LOT AREA REQUIREMENTS; REWRITING PART 26 CONCERNING SIGN REGULATIONS; REVISING OPEN SPACE, BUFFER, AND PARKING STANDARDS; REVISING ATTACHMENT 2; AND CORRECTING TYPOGRAPHICAL ERRORS.**

Notice is hereby given that the New Britain Township Board of Supervisors will consider for possible adoption an Ordinance amending the New Britain Township Zoning Ordinance (Chapter 27 of the New Britain Township Code). This proposed Amendment, of which this Notice is a summary, revises the definitions of Agricultural Soils, Building Coverage Ratio, Hydric Soils, Impervious Surface Ratio, and Soils on Floodplain; adds new definitions of Animal Equivalent Unit, Buildable Area, Nonresidential Zoning District, Residential Zoning District, and Ratio Base Site Area; revises the requirements for A1 General Farming, A2 Crop Farming, A6 Nursery, A9 Commercial Kennel, A10 Riding Academy/Stable, B2 Cluster Subdivision, E4 Commercial Swimming Pool, G4 Wireless Telecommunications Facility, H4 Noncommercial Swimming Pool, H13 Household Pets, I1 Medical Office, I3 General Office, I4 Medical and Pharmaceutical Sale Office, and J16 Guest House Uses; establishes a new H16 Short Term Rental Use; amends the reference to the Table of Use Definitions; amends regulations for the WS Watershed District, C-3 Commercial District, IN Institutional District, I Industrial District, and the IO Industrial Office District; revises regulations concerning minimum lot area and exceptions thereto; revises the calculation of allowed impervious surfaces; completely replaces Part 26 Signs regarding the regulation of all signage throughout the Township; revises standards for open space, buffer yards, and parking; revises Attachment 2 – Chart of Uses; and corrects typographical errors throughout the Chapter. The Board of Supervisors will consider the foregoing Ordinance Amendment at a hearing to be held during its regular public meeting on November 16, 2020, at 7:00 p.m., at the New Britain Township Municipal Building, 207 Park Avenue, New Britain Township, PA. Copies of the full text of this Zoning Amendment are available to any

interested party for inspection and/or copying at a nominal cost at the Township Building or for inspection at the offices of this newspaper and the Bucks County Law Library during normal business hours. All interested parties are invited to attend and participate in this hearing.

NEW BRITAIN TOWNSHIP  
BOARD OF SUPERVISORS  
H. Peter Nelson, Esquire  
GRIM, BIEHN & THATCHER, Solicitors  
104 South Sixth Street  
P.O. Box 215  
Perkasie, PA 18944



**TOWNSHIP OF NEW BRITAIN  
BUCKS COUNTY, PENNSYLVANIA**

**ORDINANCE NO.: 2020-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWNSHIP OF NEW BRITAIN, BUCKS COUNTY, PENNSYLVANIA; PROVIDING FOR THE AMENDMENT OF CHAPTER 27, ZONING, OF THE NEW BRITAIN TOWNSHIP CODE BY ADOPTING NEW DEFINITIONS AND REVISING EXISTING DEFINITIONS; REVISING AGRICULTURAL USE REGULATIONS CONCERNING ANIMAL DENSITY AND RESIDENCES; REVISING REGULATIONS REGARDING B2 CLUSTER DEVELOPMENT, E4 COMMERCIAL SWIMMING POOLS, G4 WIRELESS TELECOMMUNICATION FACILITIES, H4 NONCOMMERCIAL SWIMMING POOLS, H13 HOUSEHOLD PETS, AND J16 GUEST HOUSE USES; REVISING REGULATIONS APPLICABLE TO MEDICAL, GENERAL, AND SALES OFFICES; ESTABLISHING NEW H16 SHORT TERM RENTAL USE; REVISING WATERSHED DISTRICT REQUIREMENTS; AMENDING PERMITTED USES IN RESIDENTIAL, C-3, AND IO DISTRICTS; REVISING REGULATIONS IN THE C-3, I, AND IO DISTRICTS; REVISING MINIMUM LOT AREA REQUIREMENTS; REWRITING PART 26 CONCERNING SIGN REGULATIONS; REVISING OPEN SPACE, BUFFER, AND PARKING STANDARDS; REVISING ATTACHMENT 2; AND CORRECTING TYPOGRAPHICAL ERRORS.**

NOW THEREFORE, be it, and it is hereby ENACTED and ORDAINED by the Board of Supervisors of the Township of New Britain, Bucks County, Commonwealth of Pennsylvania, as follows:

**ARTICLE I                      Definitions**

The existing definitions of “Agricultural Soils”, “Building Coverage Ratio”, “Hydric Soils”, and “Impervious Surface Ratio” found in Section 27-201 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**AGRICULTURAL SOILS**

Those soils that have been designated by the Natural Resource Conservation Service of the U.S. Department of Agriculture as Capability Class I Land, Capability Class II Land, and Capability Class III Land. These soils are best suited for producing food, feed, forage, fiber, and oilseed crops and also available for these uses based upon their soil quality, growing season, and moisture supply needed to produce high yield crops. For purposes of this chapter, the most current Official Soil Survey of Bucks County, Pennsylvania provided by the United States Department of Agriculture, Natural

Resources Conservation Service, Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/>), as amended, shall be utilized in determining soil classifications for either use or preservation.

**BUILDING COVERAGE RATIO**

This ratio is a measurement of the intensity of the use of a piece of land. It is determined by dividing the total area of building coverage on a lot or site by the ratio base site area.

**HYDRIC SOILS**

A soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of wetlands vegetation as listed in the most current Official Soil Survey of Bucks County, Pennsylvania provided by the United States Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/>), as amended. Wetlands vegetation are those plant species that have adapted to the saturated soils and periodic inundations occurring in wetlands

**IMPERVIOUS SURFACE RATIO**

The impervious surface ratio is a measure of the intensity of use of a piece of land. It is measured by dividing the total area of all impervious surfaces within a lot or site by the ratio base site area.

**ARTICLE II                      Definitions**

New definitions of “Animal Equivalent Unit”, “Nonresidential Zoning District”, and “Residential Zoning District” are hereby added alphabetically to Section 27-201, General Definitions, of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

**ANIMAL EQUIVALENT UNIT**

An Animal Equivalent Unit (AEU) is equal to one thousand (1,000) pounds of live weight of livestock or poultry animals, regardless of the actual numbers of animals.

**NONRESIDENTIAL ZONING DISTRICTS**

The following are nonresidential zoning districts: C/R Conservation and Recreation District, C-1 Commercial District, C-2 Commercial District, C-3 Commercial District, OP Office Park District, IN Institutional District, I Industrial District, IO Industrial/Office District.

**RESIDENTIAL ZONING DISTRICTS**

The following are residential zoning districts: WS Watershed District, SR-1 Suburban Residential District, SR-2 Suburban Residential District, RR Residential District, VR Village Residential District, MHP and Mobile Home Park District.

**ARTICLE III.**                    **Definitions**

A new definition of “Buildable Area” is hereby added alphabetically under the existing definition of “Area” found in Section 27-201, General Definitions, of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

**a.        BUILDABLE AREA**

The area of a lot or site that is free of any development, disturbance, and/or building restrictions, including, but not limited to required setbacks or yards, buffers, open space, protected natural resources, easements, and rights-of-way. On a lot, the buildable area is synonymous with the building envelope.

**ARTICLE IV**                    **Definitions**

A new definition of “Site Area, Ratio Base” is hereby added alphabetically under the existing definition of “Site Area” found in Section 27-201, General Definitions, of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

**c.        SITE AREA, RATIO BASE**

The ratio base site area is the portion of the base site area which is used to calculate the building coverage ratio and impervious surface ratio for a lot or site. The ratio base site area is the area of the lot or site remaining after subtracting the following types of lands from the base site area: within the ultimate road rights-of-way of proposed roads; within proposed utility rights-of-way or easements; and/or covered by 100% protected natural resources as set forth in Article 24 of this Chapter (i.e.: Watercourses, Riparian Buffers, Floodplains, Floodplain Soils, Wetlands, and Lakes/Ponds). The ratio base site area for a single lot not undergoing or included in a subdivision or land development shall include any lands covered or proposed to be covered by a conservation easement, even if such lands are not part of the base site area for that lot.

**ARTICLE V**                    **Definitions**

The existing definition of “Soils on Floodplain” found in Section 27-201 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**SOILS ON FLOODPLAIN**

Areas subject to periodic flooding or listed in the most current Official Soil Survey provided by the United States Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/>), as amended, as soils having a flood frequency other than none. Such soils shall include, but may not be limited to, the following soil types: Bowmansville-Knauers silt loam (Bo), Buckingham silt loam (BwB), and Rowland silt loam (Ro). A landowner may submit detailed soil profiles and a report to the Township for the purpose of determining an

alluvial soil classification, which the Township may or may not accept as the correct boundary of soils on a floodplain.

**ARTICLE VI.**                    **Use Regulations – General Farming**

Subsection 27-305.A.A1.b.5 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

5.        Animal density shall not exceed one (1) Animal Equivalent Units per acre on an annualized basis for the first five (5) acres in a lot. For every acre over five (5) acres in a lot, the animal density shall not exceed two (2) Animal Equivalent Units per acre on an annualized basis. Farmland in the Township owned or rented on an annual basis by the property owner, but not physically connected to the property, may be used to meet this requirement.

**ARTICLE VII.**                    **Use Regulations – General Farming**

Subsection 27-305.A.A1.b.8 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

8.        This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE VIII.**                    **Use Regulations – Crop Farming**

Subsection 27-305.A.A2.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 3 that shall read as follows:

3.        This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE IX.**                    **Use Regulations – Intensive Agricultural**

Subsection 27-305.A.A4.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 11 that shall read as follows:

11.     Animal density shall not exceed two (2) Animal Equivalent Units per acre on an annualized basis. Farmland in the Township owned or rented on an annual basis by the property owner, but not physically connected to the property, may be used to meet this requirement.

**ARTICLE X.**                    **Use Regulations - Nursery**

Subsection 27-305.A.A6.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 6 that shall read as follows:

6.     This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE XI.**                    **Use Regulations – Commercial Kennel**

Subsection 27-305.A.A9.b.3 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

3.     The total number of dogs, cats, and other domestic pets on the property shall not exceed ten (10) pets per acre, excluding pets under three (3) months old.

**ARTICLE XII.**                    **Use Regulations – Commercial Kennel**

Subsection 27-305.A.A9.b.13 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

13.    The daily hours of operation for all kennels shall be limited to between 7:00 a.m. and 7:00 p.m.

**ARTICLE XIII.**                    **Use Regulations – Riding Academy/Stable**

Subsection 27-305.A.A10.b.5 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

5. Animal density shall not exceed two (2) Animal Equivalent Units per acre on an annualized basis. Farmland in the Township owned or rented on an annual basis by the property owner, but not physically connected to the property, may be used to meet this requirement

**ARTICLE XIV. Use Regulations – Riding Academy/Stable**

Subsection 27-305.A.A10.b of Chapter 27, Zoning, of the New Britain Township Code shall be revised to add a new subsection 8 that shall read as follows:

8. This use may include no more than one (1) single-family detached dwelling unit. This detached dwelling unit must comply with the provisions of Section 305.B1 – Single-Family Detached Dwelling and with the lot width and yard requirements of this B1 Use in the applicable Zoning District.

**ARTICLE XV. Use Regulations – Cluster Subdivision**

Subsection 27-305.B.B2 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

**B2. Cluster Subdivision.**

- a. Definition. Detached single-family dwelling units on individual lots with private yards on all sides of the house and where the lots are clustered to preserve common open space.
- b. Regulations.
  1. Permitted Uses in a Cluster Subdivision:
    - (a) Single-family detached dwelling and permitted accessory uses.
  2. Maximum gross density of dwelling units in a Cluster Subdivision shall not exceed the number of dwelling units allowed under Use B1 for the same site in the applicable zoning district.
  3. Open Space. Each site must provide enough open space to meet the minimum open space ratio for the applicable zoning district. The required open space shall meet the requirements for open space set forth in this chapter. Each site must also observe the natural resource protection standards for the site. In the event that the natural resource protection standards require a greater area of open space than the applicable

minimum open space ratio, this greater area requirement shall be met. Open space areas shall include all required buffer yards and natural resource protection areas. An existing farmhouse and existing accessory farm buildings shall be permitted in an open space area that is at least five (5) acres in size and shall count towards the density of the site.

4. Buffer Yards.

(a) There shall be a minimum buffer yard of at least fifty (50) feet separating the lots within a cluster subdivision from adjacent residential properties and existing public rights-of-way. The buffer yard shall be landscaped in accordance with the provisions of this chapter. The buffer yard shall not be included as part of the required minimum lot area or minimum yard setbacks of any lot containing or proposed to contain a residence.

1) At the discretion of the Board of Supervisors, the fifty foot buffer requirement may be waived or reduced when the adjacent property contains an existing buffer yard of at least fifty (50) feet in depth.

2) At the discretion of the Board of Supervisors, the fifty foot buffer requirement may be waived or reduced for the purpose of creating large parcels of open space.

3) When a buffer is waived or reduced by the Board of Supervisors in accordance with this subsection, the minimum setback for the site and the minimum rear yard setback for lots created along the perimeter of the site shall be seventy-five (75) feet for principal buildings and fifty (50) feet for accessory buildings or structures.

(b) There shall be a minimum buffer yard of at least fifty (50) feet to separate the residential lots from any areas proposed for agricultural use or active recreational use. Each such buffer area shall be landscaped in accordance with the provisions of this chapter. The buffer yard shall not be included as part of the required minimum lot area or minimum yard setbacks of any lot containing or proposed to contain a residence.

5. Water and Sanitary Sewer Facilities.

a. A cluster subdivision shall be permitted only on land served by a public sanitary sewer system or a non-public community sanitary sewer system and a public water system or a non-public

community water system with water available for firefighting purposes either through hydrants or surface storage.

- b. If the water supply is drawn from the site, a water study shall be prepared by the developer showing that the onsite water supply is adequate for the needs of the proposed subdivision. In addition, the developer shall enter into a well guarantee agreement with the Township and shall provide the appropriate funds (based upon the size of the proposed subdivision) to be escrowed with the Township to protect surrounding individual wells that may be adversely affected by the withdrawal of ground water from the site and address any problems created by this withdrawal of ground water.
- 6. Traffic Impact Study. The impact of the proposed cluster subdivision on the Township's circulation system shall be analyzed and a written Traffic Impact Study shall be prepared in accordance with the provisions of this chapter and submitted as part of the application.
- 7. Open Space Covenants. Open space areas shall be offered for dedication to the Township at the time of final approval of any cluster subdivision. The Township may accept or reject, at its sole discretion, dedication of any or all open space. If the dedication of open space is not accepted by the Township, an alternative form ownership must be proposed in accordance with the requirements of this chapter and approved by the Township.

**ARTICLE XVI. Use Regulations – Commercial Swimming Pool**

Subsection 27-305.E.E4 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

**E4. Commercial Swimming Pool.**

- a. Definition. Any man-made structure or area including water with a depth greater than six (6) inches that is used or intended primarily to be used for swimming, including, but not limited to, in-ground swimming pools, above-ground swimming pools, wading pools, spas, hot tubs; and their appurtenant equipment and facilities, including, but not limited to, pumps, filters, and decks; and where such structures/areas are not limited to use by members of one (1) household and their guests. This Use includes, but is not limited to, a swim club or a pool open to the general public, a specific community, or tenants of an apartment building.
- b. Regulations.



1. All pools shall be entirely enclosed by a well-maintained fence, at least seven (7) feet high, and with self-latching gates. The fence and gates shall be adequately designed, installed, and maintained to keep out children and shall conform with the Township Building Code.
2. All pools shall meet the applicable state and federal public bathing requirements.
3. All swimming pools and their appurtenant equipment and facilities shall fully comply with the Township Building Code.
4. Swimming pools and their appurtenant equipment and facilities shall not be located within any of the required minimum yards.
5. The pool may be lighted by underwater or exterior lights, or both, provided all exterior lights are fully shielded and are located so that the light is neither directed nor reflected upon adjacent properties in such a manner as to be a nuisance or an annoyance to neighboring properties.
6. There shall be no cross-connection with a public sewerage system.
7. The permanent inlet shall be above the overflow level of the pool.
8. Prior to permit approval, it shall be demonstrated that the drainage of a pool is adequate and will not interfere with the water supply system, existing sewage facilities, public streets, or neighboring properties.
9. Self-contained, above-ground hot tubs may be located no closer than ten (10) feet to a principal building upon the property.

**ARTICLE XVII.            Wireless Telecommunications Facility**

Subsection 4. of §27-305.G.G4.b of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

4. Address new wireless technologies, including but not limited to, small wireless facilities, distributed antenna systems, data collection units, cable wi-fi, and other wireless telecommunications facilities;

**ARTICLE XVIII.**

**Wireless Telecommunications Facility**

Subsection c. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended by adding the following definitions at the appropriate alphabetic location and by then renumbering all of the existing definitions listed under this subsection. The new definitions shall read as follows:

1. *Accessory Equipment* – Any equipment serving or being used in conjunction with a Wireless Communications Facility or Wireless Support Structure, including but is not limited to, utility or transmission equipment; power supplies; generators; batteries; cables; equipment buildings, cabinets, and storage sheds; and shelters.
  
5. *Decorative Pole* – A Township-owned pole that is specially designed and placed for aesthetic purpose and on which no appurtenances or attachments, other than a Small Wireless Facility, lighting, or municipal attachments have been placed or are permitted to be placed.
  
13. *Prior Approved Design* – A design for a Small Wireless Facility that has been reviewed and deemed to be in accordance with the requirements of this Use G4 and approved for construction by the Township.
  
14. *Small Wireless Facility (SWF)* – A specific type of Tower or Non-Tower WTF that meets all of the following requirements:
  - (a) The Facility is: mounted on a structure fifty (50) feet or lower in height (including the height of the proposed Antennas); mounted on a structure no more than ten percent (10%) taller than other adjacent structures; or mounted so that it does not extend the existing structure on which it is located to a height of more than fifty (50) feet or by more than ten percent (10%), whichever is greater.
  
  - (b) Each Antenna associated with the deployment of the Facility, excluding associated equipment, is no more than three (3) cubic feet in volume;
  
  - (c) All wireless equipment, other than the Antennae, associated with the Facility, including the wireless equipment associated with the Antennae and any pre-existing associated equipment on the structure, is no more than twenty-eight (28) cubic feet in volume.
  
  - (d) The Facility does not require antenna structure registration under FCC rules, in particular, 47 CFR Part 17;

- (e) The Facility does not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified by the FCC, in particular 47 CFR 1.1307(b).

**ARTICLE XIX.            Wireless Telecommunications Facility**

The opening paragraph of Subsection f. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- f. Specific Requirements – Tower-Based WTFs Inside of ROW. The following regulations shall apply to all Wireless Telecommunications Facilities located within the right-of-way of any public street and all such WTFs shall comply with these requirements:

**ARTICLE XX.            Wireless Telecommunications Facility**

Subsection 3.(d) of §27-305.G.G4.f of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- (d) Any underground vaults related to a Tower WTF located within the Right-of-Way shall be reviewed and approved by the Township.

**ARTICLE XXI.            Wireless Telecommunications Facility**

Subsection 4. of §27-305.G.G4.f of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- 4. Relocation or Removal of Facilities. Within sixty (60) days following written notice from the Township, or such longer period as the Township determines is reasonably necessary or such shorter period in the case of an Emergency, an owner of a Tower WTF in the ROW shall, at its own expense, temporarily or permanently remove, relocate, change, or alter the position of any WTF when the Township, consistent with its police powers and applicable Public Utility Commission regulations, shall have determined that such removal, relocation, change, or alteration is reasonably necessary under the following circumstances:

**ARTICLE XXII.            Wireless Telecommunications Facility**

The opening paragraph of Subsection h. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- h. Specific Requirements – Non-Tower Facilities Outside of ROW. All Non-Tower Wireless Telecommunications Facilities, except for those located in the public rights-of-way, shall be subject to the following regulations:

**ARTICLE XXIII.            Wireless Telecommunications Facility**

The opening paragraph of Subsection i. of §27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- i. Specific Requirements – Non-Tower Facilities in ROW. All Non-Tower Wireless Telecommunications Facilities located in the public rights-of-way shall be subject to the following regulations:

**ARTICLE XXIV.            Wireless Telecommunications Facility**

Subsection 5.(d) of §27-305.G.G4.i of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- (d) Any underground vaults related to a Non-Tower WTF located within the Right-of-Way shall be reviewed and approved by the Township.

**ARTICLE XXV.            Wireless Telecommunications Facility**

Subsection 6. of §27-305.G.G4.i of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- 6. Relocation or Removal of Facilities. Within sixty (60) days following written notice from the Township, or such longer period as the Township determines is reasonably necessary or such shorter period in the case of an Emergency, an owner of a Non-Tower WTF in the ROW shall, at its own expense, temporarily or permanently remove, relocate, change, or alter the position of any WTF when the Township, consistent with its police powers and applicable Public Utility Commission regulations, shall have determined that such removal, relocation, change, or alteration is reasonably necessary under the following circumstances:

**ARTICLE XXVI.            Wireless Telecommunications Facility**

A new subsection “m” shall be added to Section 27-305.G.G4 of Chapter 27 of the New Britain Township Code of Ordinances which shall read as follows:

- m. Specific standards for Small Wireless Facilities. All Small Wireless Facilities shall be subject to the following regulations in addition to the requirements applicable to the type of WTF the SWF is proposed to be (Tower, Non-Tower, etc.) as set forth in this Section:
1. All SWFs shall be installed and maintained in a workmanlike manner in compliance with the Pennsylvania Uniform Construction Code, National Electric Safety Code, and the National Electrical Code, as applicable.
  2. All SWFs shall comply with the Americans with Disabilities Act and all applicable requirements relating to streets and sidewalks as established by the Township Code.
  3. All SWFs shall be designed and constructed in an effort to minimize aesthetic impact to the extent technically feasible.
  4. Antenna Standards.
    - (a) All pole-top Antennas shall be flush-mounted as closely to the top of the utility pole as technically feasible.
    - (b) All Antennas shall be of a design, style, and color that reasonably matches the utility pole upon which they are attached.
    - (c) Any necessary pole-top extension shall be of the minimum height necessary to achieve separation from the existing pole attachments.
    - (d) Any Antenna mounted on a lateral standoff bracket shall protrude no more than necessary to meet clearances.
    - (e) If mounted on an existing structure, no Antenna shall impair the function of said structure.
    - (f) Antenna placement shall not impair light, air, or views from adjacent windows.
  5. Accessory Equipment Standards.
    - (a) Accessory Equipment shall not exceed twenty-eight (28) cubic feet in volume. Stealth Technology shall not be included in the Accessory Equipment volume calculation.
    - (b) Accessory Equipment shall be mounted flush to the side of a utility pole, or as near flush to the side of a utility pole as technically feasible.

- (c) Accessory Equipment shall be mounted so as to provide a minimum of eight (8) feet vertical clearance from ground level.
- (d) Accessory Equipment shall be of a design, style, and color that reasonably matches the utility pole upon which they are attached.
- (e) All Accessory Equipment shall be contained within a single equipment shroud or cabinet.
- (f) Accessory Equipment placement shall not impair light, air, or views from adjacent windows.
- (g) No Accessory Equipment shall feature any lighting, including flashing indicator lights, unless required by state or federal law.

6. Wiring Standards.

- (a) Exposed wiring is prohibited. Transmission, fiber, power cables and any other wiring shall be contained within any utility pole for which such concealment is technically feasible. If wiring cannot be contained within the utility pole, all wiring shall be contained within conduit or U-guard that is flush-mounted to the utility pole.
- (b) All wiring shall be installed without excessive slack or extra cable storage on the utility pole. Loops of extra wiring shall not be attached to any utility pole.
- (c) Any conduit or U-guard shall be of a color that reasonably matches the utility pole to which the SWF is attached.

7. Replacement Poles. When a utility pole or light pole is proposed to be replaced in conjunction with the installation of a SWF, the following must be complied with:

- (a) The maximum height of any proposed replacement pole shall be the greater of the following:
  - (1) Ten percent (10%) higher than the tallest existing pole in the same Right-of-Way within a two hundred fifty (250) foot radius of the proposed SWF; or
  - (2) Fifty (50) feet above ground level (calculated as the average ground level of an area twenty (20) feet in radius around the pole) where the replacement pole is to be installed,

- (b) Any replacement pole shall be of comparable materials and design to the existing utility pole.
  - (c) Any replacement pole shall be placed within five (5) feet of the existing utility pole being replaced.
  - (d) Any replacement pole shall be designed to accommodate all uses that existed on the existing utility pole prior to replacement. As part of an application for a SWF, the applicant shall provide documentation from a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the replacement pole, SWF, and prior existing uses shall be structurally sound.
  - (e) Any replacement pole shall not deviate from the predominant pattern of existing adjacent structures.
8. New Poles. When a new utility pole or light pole is proposed to be installed in conjunction with the installation of a SWF, the following must be complied with:
- (a) The maximum height of any proposed new pole shall be the greater of the following:
    - (1) Ten percent (10%) higher than the tallest existing pole in the same Right-of-Way within a two hundred fifty (250) foot radius of the proposed SWF; or
    - (2) Fifty (50) feet above ground level (calculated as the average ground level of an area twenty (20) feet in radius around the pole) where the new pole is to be installed,
  - (b) Any new pole shall not deviate from the predominant pattern of existing adjacent structures and shall be of comparable materials and design to the existing poles within a two hundred fifty (250) foot radius of the new pole.
  - (c) To the extent technically feasible, no new pole shall be installed:
    - (1) Directly in front of any commercial or residential building or between the front of any commercial or residential building and any street;
    - (2) Within ten (10) feet of the edge of any driveway;
    - (3) In a Right-of-Way directly opposite any driveway; or

(4) In violation of the design standards contained herein.

9. Decorative Poles.

(a) Decorative Poles shall be required:

(1) To replace any existing Decorative Pole; or

(2) In any zoning district where all utilities are required to be placed underground.

(b) For any replacement Decorative Pole, the new Decorative Pole shall match the existing Decorative Pole in shape, design, color, and material.

(c) All replacement Decorative Poles shall comply with the requirements of this Section.

10. Timing of Approval.

(a) Incomplete Application. Within ten (10) calendar days of receiving an incomplete original or revised application for a SWF, the Township shall notify the applicant in writing of this fact and state what information is required to complete such application. If an applicant for a SWF submits an incomplete original application, the deadlines for approval listed below shall restart upon the filing of the revised application, so long as the Township has notified the applicant in writing within ten (10) days of submission that the original application is incomplete. When a revised application has been found to be incomplete, the deadlines for approval are tolled until the missing information is submitted, so long as the Township has notified the applicant in writing within ten (10) days of submission of the revised application that the additional information provided is insufficient.

(b) Any application to add a SWF to an existing structure shall be fully acted upon by the Township within sixty (60) days of the receipt of a fully completed application for such a SWF. The Township shall advise the applicant in writing of its decision on the application.

(c) Any application for a SWF that requires a new support structure, such as a new pole, shall be fully acted upon by the Township within ninety (90) days of the receipt of a fully completed application for such a SWF. The Township shall advise the applicant in writing of its decision on the application.



11. Fees.

- (a) Permit Fees. The Township may assess appropriate and reasonable permit fees directly related to the Township's actual costs in reviewing and processing the application for approval of a SWF, as well as inspection, monitoring, and other related costs.
- (b) Compensation for ROW Use. In addition to the above-described permit fees, every SWF in the ROW is subject to the Township's right to fix annually a fair and reasonable compensation to be paid for use and occupancy of the ROW. Such compensation for ROW use shall be directly related to the Township's actual ROW management costs including, but not limited to, the costs of the administration and performance of all reviewing, inspecting, permitting, supervising, and other ROW management activities by the Township. The owner of each SWF shall pay an annual fee to the Township to compensate the Township for its costs incurred in connection with the activities described above.
- (c) The fees for SWFs shall be determined by the Township and authorized by resolution of Township Board from time to time and shall be based on the Township's actual costs for processing applications and managing the rights-of-way concerning SWFs.

**ARTICLE XXVII. Use Regulations – Noncommercial Swimming Pool**

Subsection 27-305.H.H4.b.2 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

- 2. A swimming pool shall not be located between the principal structure on the lot and a right-of-way line. Swimming pools and their appurtenant equipment and facilities, including, but not limited to pumps, filters, and decks, shall not be located within the required minimum side or rear yard or 15 feet from the side or rear property line, whichever is lesser.

**ARTICLE XXVIII. Use Regulations – Household Pets**

Section 27-305.H.H13 of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

H13. Household Pets.

- a. Definition. The keeping of a limited number of domesticated animals, commonly kept inside a residence, as household pets, at home without commercial intent.
- b. Regulations.
  1. No use shall involve the keeping of household pets in such a manner that it creates a nuisance (including noise or smell), a health hazard, and/or a safety hazard. All pets shall be contained, corralled, fenced, or otherwise physically kept upon their owner's property. Pets shall not roam off of their home property unattended and/or not on a leash or lead.
  2. No more than six (6), in total, dogs, cats, pot-bellied pigs, and/or other pets (not including, pets kept within cages in a house, pigeons, fowl, or fish) may be kept for private purposes. No numerical restriction shall apply to pets of less than three (3) months of age.
  3. Any outside area in which pets are kept shall be suitably enclosed if the pets are not tethered or otherwise physically restrained. This area shall not be within the front yard and shall be located at least twenty (20) feet from any dwelling on a neighboring property.
  4. Up to a total of twelve (12) pigeons or other fowl may be maintained in a rear yard provided it is on a noncommercial basis and is strictly an incidental use. The area in which the fowl or pigeons are kept shall be enclosed by a fence that will contain them, all parts of which are at least fifty (50) feet from any lot line and are not closer than one hundred (100) feet to the nearest dwelling other than that of the owner. The keeping of roosters shall be prohibited on lots less than three (3) acres in size. The keeping of more than twelve (12) pigeon or fowl shall be considered to be General Farming (Use A1) or Intensive Agriculture (Use A4), whichever is most applicable.
  5. The keeping of more than six (6), in total, dogs, cats, pot-bellied pigs, and/or other pets (not including, pets kept within cages in a house, pigeons, fowl, or fish) shall be considered to be a Commercial Kennel (Use A9).

**ARTICLE XXIX.**            **Short Term Rental**

Section 27-305.H of Chapter 27, Zoning, of the New Britain Township Code shall be amended to include the following new Use, H16 Short Term Rental, which shall read as follows:

H16    Short Term Rental

- a. Definition. The renting out of one or more rooms in conjunction with a single-family detached dwelling on a short-term basis, usually through websites such as Airbnb or VRBO. This Short Term Rental Use is allowed subject to the requirements for a B1 Single-Family Detached Dwelling Use and the provisions listed below.
- b. Standards
  - 1. Accessory use. This Short Term Rental Use shall be accessory only to a B1 Single-Family Detached Dwelling Use and shall be allowed only where:
    - (a) The B1 Single-Family Detached Dwelling is the principal building on the property and used by its owner(s) as his/her/their primary residence.
    - (b) The room(s) offered for rent shall be within a principal building that meets all of the requirements of the Township's Building Code and the Pennsylvania Uniform Construction Code for residential occupancy. No rooms or areas in temporary structures shall be rented under this Use.
    - (c) The owner of the Single-Family Detached Dwelling must be present overnight on the same property as the dwelling during the course of the short term rental.
    - (d) The rental period for a specific occupant(s) shall be less than fifteen (15) consecutive nights and less than a total of fifty (50) nights a year;
    - (e) The total rental period for the property shall be no more than twenty-four (24) separate rentals a year and no more than a total of one hundred fifty (150) nights a year.
    - (f) The entire principal dwelling shall not be rented out as a short term rental.
    - (g) Any type of food preparation by the owner or any agent or employee of the owner for any short-term renter(s) or in conjunction with the Short Term Rental Use is prohibited.
  - 2. The number of bedrooms that can be rented out at any one time shall be as follows:
    - (a) In the SR-1, RR, and VR Zoning Districts: 1

- (b) In the SR-2 Zoning District: 2
  - (c) In the WS Zoning District
    - (i) On lots 1 acre and smaller: 2
    - (ii) On lots between 1 and 5 acres: 3
    - (iii) On lots 5 acres and greater: 4
3. Parking – One (1) off-street parking space per bedroom being rented out shall be provided on the same lot as this Use. Such spaces shall be in addition to any other parking requirements applicable to the other uses being conducted upon the lot. Each space shall be at least 9 feet by 18 feet in size; improved to a mud-free condition; and freely accessible to a public street without having to move other vehicle(s) or backing into the street.
  4. The owner shall be responsible for any zoning or other ordinance violation(s) committed by any short term tenant, in addition to the tenant’s liability.
  5. Any signage and/or advertisement upon the property indicating the use of the property as a short term rental shall be prohibited.
- c. Application and Permit. The following shall be complied with concerning the application for and issuance of a zoning permit for this accessory use:
1. Contact information for the owner in case of emergencies or violations shall be provided with the application.
  2. Along with the permit application, the owner/applicant shall provide proof of the applicant’s ownership of and permanent residence at the property that is the subject of the application. Acceptable proof of permanent residence includes: applicant’s driver’s license, voter registration, ; or any other document(s) showing the address of the property which the zoning officer determines provides equivalent proof of permanent residence.
  3. A zoning permit for this Use shall only last one (1) year. The owner/applicant is responsible for renewing this permit in a timely fashion.
  4. A zoning permit for this Use may be revoked by the Township for any of the reasons listed below. An owner/applicant whose Short Term Rental Zoning Permit has been revoked pursuant to this subsection shall not be eligible to receive a new zoning permit for this Use for one (1) year:

- (a) The owner is cited for three (3) or more zoning, other Township Ordinance, and/or criminal violations by the Township, Township Police, and/or State Police within any 12 month period.
- (b) The owner is cited by the Township for any single violation of any specific regulation of this H16 Use.

**ARTICLE XXX. Use Regulations**

The following new provision shall be added as Subsection b.2. to Sections 27-305.I.I1, 27-305.I.I3, and 27-305.I.I4 of Chapter 27, Zoning, of the New Britain Township Code and shall read as follows:

- 2. A lot or structure being occupied by this Use may contain multiple separate tenants, users, offices, or businesses all operating as an I1, I3, or I4 Use and still be considered one (1) Principal Use, so long as all of the other applicable requirements of this chapter are met.

**ARTICLE XXXI. Use Regulations**

The existing Subsection b.11. to Section 27-305.J.J16 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

- 11. The Use may not be established until there is compliance with the other Township rules and regulations. In addition to original compliance, the guest house will be periodically inspected by the Fire Marshal for compliance with all Township safety standards, including, but not limited to the Township Fire Code.

**ARTICLE XXXII. Use Regulations**

The Section 27-306 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**§27-306 Table of Use Definitions.**

Appended to this chapter as “27 Attachment 2” is the Table of Use Definitions. Except as provided by law or in this chapter, in each Zoning District no building, structure, or land shall be used or occupied except in accordance with this Table. Where this Table conflicts with requirements set forth elsewhere in this chapter, the more restrictive requirement shall be complied with.

**ARTICLE XXXIII. Residential Zoning District Regulations**

Sections 27-401.a, 27-501.a, 27-701.a, 27-801.a, 27-901.a, and 27-1001.a of Chapter 27, Zoning, of the New Britain Township Code shall be amended adding “H16 Short Term Rental” to the list of uses permitted by right in the appropriate alphanumeric spot.

**ARTICLE XXXIV. WS District**

Subsection 27-502.b. of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

b. Unless a more-restrictive area or dimensional regulation is stated in §27-305, Use Definitions and Regulations, for a specific use, all B1 Single-Family Detached Dwelling uses in the Watershed District shall meet the following requirements:

1. Dimensional Standards:

- (a) Minimum lot area: 80,000 square feet.
- (b) Minimum lot width: 175 feet.
- (c) Minimum front yard: 100 feet.
- (d) Minimum side yard: 30 feet.
- (e) Minimum rear yard: 60 feet.
- (f) Minimum building envelope: 10,000 square feet.
- (g) Maximum building coverage ratio:
  - 1) Per lot: 8%.
  - 2) Per site: 8%.
- (h) Maximum impervious surface ratios:
  - 1) Per lot: 12%.
  - 2) Per site: 12%.
- (i) A developer constructing one (1) or more single-family detached dwelling upon a site must comply with the following increased restrictions applicable to every lot within the site: the maximum lot impervious surface requirement shall be reduced by two (2) percentage points and the

maximum building coverage requirement shall be reduced by two (2) percentage points. These increased restrictions do not apply to the purchaser of the new dwelling who subsequently resides within this new dwelling, and the land freed from these additional restrictions may be used to construct further improvements upon the lot after the new construction has been completed and the lot has been transferred to the purchaser.

2. The calculations in §27-503 shall be used to determine the base site area.
3. When a lot or tract of land undergoes subdivision/land development or is being developed with a new or expanded principal building or structure, all the natural resource protection land on this lot or tract, such as watercourses, agricultural soils, woodlands, steep slopes, wetlands, etc., shall be protected with a conservation easement in accordance with §§27-505 and 27-2400 of this Chapter. The natural resources required to be preserved on each lot shall only be disturbed in accordance with Part 24 of this chapter and §27-505.
4. Park and recreation land shall be provided in accordance with the New Britain Township Subdivision and Land Development Ordinance (Chapter 22).
5. When an applicant is proposing a land development, the stormwater management facilities shall be designed to manage the runoff from the maximum impervious surface permitted for the entire site. For all other applications, the stormwater management facilities shall be designed to manage the runoff from the total existing and proposed impervious surfaces on site. Future permitted impervious surfaces shall be considered in the design, if possible. Where an applicant is permanently preserving natural resources and/or other portions of the site by the placement of a permanent conservation easement, either voluntarily or in accordance with the requirements of this chapter, those areas so preserved can be removed from the calculation of the maximum impervious surface permitted for the entire site at the option of the applicant by the recording of this restriction permanently against the property.

**ARTICLE XXXV.      WS District**

Section 27-503 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

- a. Base Site Area. The following calculation shall be used to determine the Base Site Area (BSA) of a tract of land proposed to be developed with a B1 Subdivision in the Watershed District. Certain portions of a site are not usable for a residential subdivision; as such, these areas shall be subtracted from the Gross Site Area to determine the Base Site Area.

1. Start with the Gross Site Area as determined by an onsite boundary survey. \_\_\_\_\_ acres
  2. Subtract land within the ultimate right-of-way of existing roads; within existing utility rights-of-way or easements, and/or has been preserved through easement or other means. \_\_\_\_\_ acres
  3. Subtract land which is not contiguous, i.e.,
    - (a) A separate parcel which does not abut or adjoin, nor share common boundaries with, the rest of the development; and/or \_\_\_\_\_ acres
    - (b) Land which is cut off from the main parcel by a road, railroad, existing land use, and/or major stream, so as to serve as a major barrier to common use and/or so that it is isolated and unavailable for building purposes. \_\_\_\_\_ acres
  4. Subtract land which, in a previously approved subdivision, was set aside, reserved, and/or restricted for open space, natural resource protection, and/or recreation purposes. \_\_\_\_\_ acres
  5. Subtract land used for another use (i.e., land which is used, or to be used, for commercial or industrial uses in a residential development) or located in a different zoning district than the rest of the development. \_\_\_\_\_ acres
- BSA is equal to the difference of the above 5 subsections \_\_\_\_\_ acres

**ARTICLE XXXVI. C-3 Regulations**

Section 27-1401.a of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “B7 Apartment Building” from the list of uses permitted by right.

**ARTICLE XXXVII. C-3 Regulations**

Subsection 27-1403.c.3 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

3. Lotting. A building containing dwelling units can be on a single lot or each unit can have a separate lot, or the entire site may be unlotted. If the units are not placed on separate lots, the applicant must submit a by-right plan to the Township for review and approval documenting that the units in the development could be lotted out to meet the regulations of this §27-1403.c.



**ARTICLE XXXVIII.     **IN Regulations****

Section 27-1601 of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “C4 Group Home” from the list of uses permitted by right set forth in Subsection 27-1601.a and adding “C4 Group Home” to the list of uses permitted by special exception set forth in Subsection 27-1601.b.

**ARTICLE XXXIX.     **I Regulations****

The opening sentence to Subsection 27-1703.a of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

- a.     The following additional standards shall apply to the site where more than one (1) principal use and/or one (1) principal building is proposed:

**ARTICLE XL.         **IO Regulations****

The opening sentence to Subsection 27-1803.a of Chapter 27, Zoning, of the New Britain Township Code shall be revised to read as follows:

- a.     The following additional standards shall apply to the site where more than one (1) principal use and/or one (1) principal building is proposed:

**ARTICLE XLI.        **General Regulations****

Section 27-2101 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**§27-2101   **Minimum Lot Area.****

- a.     Where a minimum lot area is specified in this chapter, no primary building or use shall be erected or established on any lot of lesser size.
  
- b.     Any real property within New Britain Township which is the subject of a restriction against reduction of lot area, whether by notation or inclusion on a subdivision plan and/or by a deed restriction, or similar instrument or restriction, shall not be reduced in size, or otherwise modified, when such reduction or modification would violate the restriction regardless of the minimum lot areas established within this chapter.

- c. No lot or site shall be reduced in such a way or to such an extent that the area of the lot or the dimensions of required open spaces become smaller than or nonconforming to the applicable requirements set forth in this chapter.
- d. The lot or yard requirements for any new building or use shall not include any part of a lot that is required by any other building or use to comply with the requirements of this chapter nor include any portion of the lot under separate ownership.

**ARTICLE XLII.            General Requirements**

Section 27-2102 of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**§27-2102 Exceptions to Minimum Lot Areas.**

- a. The provisions of this chapter shall not prevent the construction of a single-family detached dwelling on any lot that was lawful when created and which, prior to November 21, 2020 (the effective date of this section), was in single and separate ownership duly recorded by plan or deed; and provided that:
  - 1. Such lot is not less than one (1) acre in the CR and WS districts and not less than 80% of the minimum lot area in all other districts.
  - 2. Those lots not served by public water and sewers shall meet all requirements of the Bucks County Department of Health.
  - 3. The percentage of lot area covered by the detached dwelling shall not exceed 15% of the area of the lot.
  - 4. The front and rear yards shall aggregate at least 60% of the total lot depth or meet the normal requirements of the district in which the lot is located; but in no case shall either the front yard or the rear yard be less than 30 feet.
  - 5. The side yards shall aggregate at least 40% of the total lot width or meet the normal requirements of the District in which the lot is located, but in no case shall either side yard be less than 15 feet.
  - 6. The building coverage on the lot shall not exceed 20% of the area of the lot, and impervious surface coverage on the lot shall not exceed 35% of the area of the lot; unless a higher building coverage limitation or impervious surface limitation for a single-family detached dwelling is allowed in the zoning district in which the lot is located.
  - 7. The lot is located in a residential zoning district.

- b. A nonconforming lot which is located in a nonresidential zoning district must obtain the necessary variances to be developed.
- c. As of or subsequent to November 21, 2020 (the effective date of this provision), where two (2) or more adjacent lots, one (1) or more of which is nonconforming based on lot size or lot width, are concurrently owned by the same owner, these adjacent lots shall be merged to minimize the nonconformity. The term “same owner” as used in this subsection includes, in addition to a single person or entity, multiple persons with familial relationships and multiple parties with common ownership, business, and/or financial interests. Corporations, partnerships, or other for-profit or non-profit entities organized or used for the purpose of avoiding adjacent lots being owned by the “same owner” are not recognized as separate owners for the purposes of this subsection.

**ARTICLE XLIII.           General Requirements**

Subsection h. of §27-2402 of Chapter 27 of the New Britain Township Code of Ordinances is hereby amended to read as follows:

- h. Impervious Surfaces. Calculate the maximum area of impervious surfaces using the following:

Ratio Base Site Area		_____ acres
Multiply by Maximum Impervious Surface Ratio	x	_____
Maximum Permitted Impervious Surface =		_____ acres

**ARTICLE XLIV.           Signs**

Part 26, Signs of Chapter 27, Zoning, of the New Britain Township Code shall be amended to read as follows:

**Part 26 SIGNS**

**§27-2600. Scope and applicability.**

- a. The purposes of the sign regulations are:
  1. To provide uniform standards for signs within the Township and specific standards for signs in each zoning district.
  2. To establish procedures for the review and approval of sign permit applications.
  3. To regulate the location, size, construction, erection, alteration, use, and maintenance of signs.

4. To promote the use of well-crafted signs in harmony with the architectural and residential character of the Township.
- b. In all zoning districts, signs shall be erected, altered, maintained, used, removed, or moved in compliance with the provisions of this chapter and any other applicable ordinances and regulations.
- c. Nonconforming signs which do not conform with the requirements of this Part, once removed, shall be replaced only with conforming signs.

§27-2601. **Definitions.**

The following words and terms shall, for the purposes of this Part, have the meanings given. These terms are in addition to those defined in Part 2 of this chapter:

**ABANDONED SIGN**

A sign which has not identified or advertised a current, open, and/or active business, service, owner, product, or activity for a period of at least six (6) months; a sign which is damaged, in disrepair, or vandalized and not repaired within sixty (60) days; or a temporary sign that has not been removed within the required timeframe.

**ADDRESS SIGN**

A sign that designates the street number, street name, and/or occupants of a property or location for identification purposes.

**ALTERATION**

A change in the size, shape, or type of an existing sign. Copy or color change of an existing sign is not an alteration. Changing or replacing a sign face or panel is not an alteration, providing there is no increase in the size of the sign face or panel.

**APPLICANT**

A person or entity who applies for a sign permit in accordance with the provisions of this Part.

**AWNING SIGN**

A sign with its copy on a shelter made of any non-rigid material, such as fabric or flexible plastic that is supported by or stretched over a frame and attached to an exterior wall of a building or other structure.

**BANNER SIGN**

A sign with its copy on non-rigid material such as cloth, plastic, fabric or paper with no supporting framework. Banners are temporary in nature and do not include flags such as the flag of the United States, the Pennsylvania state flag, and/or other local governmental flags.

**BUILDING SIGN**

A sign that is applied or affixed to a building, including awning, canopy, marquee, projecting, wall, and window signs, but not roof signs.

**CANOPY SIGN**

A sign on a rigid multi-sided structure attached to a building or on any other freestanding structure, that may have a roof with support but no walls.

**CLEARANCE**

The smallest vertical distance between the surface of the ground closest to a sign and the lowest point of that sign, including the supporting framework or bracing of the sign.

**CLEAR SIGHT TRIANGLE**

An area of unobstructed vision at street intersections defined by lines of sight between points at a given distance from the intersection of the street right-of-way lines.

**DIRECTIONAL SIGN**

Any sign that is designed and erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic. A directional sign shall not advertise any commercial establishment, activity, organization, product, goods or services, and no sign with a commercial message legible from a position off the lot on which the sign is located shall be considered directional.

**DOUBLE-FACED SIGN**

A sign with two faces, back to back.

**ELECTRONIC MESSAGE CENTER OR SIGN (EMC)**

An electrically activated changeable copy sign whose variable message and/or graphic presentation capability can be electronically or digitally programmed.

**EMERGENCY SIGN**

Emergency warning signs erected by a government agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

**FREESTANDING SIGN**

The general term for any sign which is supported by structures or supports that are placed on, or anchored in, the ground and that is independent and detached from any building or other structure. A freestanding sign can either be a monument sign or a pole sign. All freestanding signs may be double-faced.

**GAMBREL OR MANSARD ROOF**

A usually symmetrical two (gambrel) or four (mansard) sided roof with two slopes on each side. The upper slope of the roof is positioned at a shallow angle, while the lower slope of the roof is steep.

## **GOVERNMENTAL SIGN**

A sign erected by a governmental entity, including safety signs, signs indicating points of interest, historical markers, signs identifying official government buildings or facilities.

## **ILLUMINATION**

A source of any artificial or reflected light, either directly from a source of light incorporated in, or indirectly from an artificial source.

### **a. EXTERNAL**

An artificial light source located away from the sign, which lights the sign, the source of which may or may not be visible to persons viewing the sign from any street, sidewalk, or adjacent property.

### **b. INTERNAL**

An artificial light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface. Message center signs, digital displays, and signs incorporating neon lighting shall not be considered internal illumination for the purposes of this chapter.

## **INCIDENTAL SIGN**

A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "telephone," "no entry," and other similar directives; advertising the availability of restrooms or public conveniences; and signs showing store hours, the names of accepted credit institutions, affiliations with business groups or associations, and business-related awards. An incidental sign shall not advertise any commercial establishment, activity, organization, product, goods or services, and no sign with a commercial message legible from a position off the lot on which the sign is located shall be considered incidental.

## **MARQUEE SIGN**

Any sign attached to a covered structure projecting from and supported by a building with independent roof and drainage provisions and which is erected over a doorway or doorways as protection against the weather.

## **MOBILE SIGN**

Any vehicle or trailer which has attached thereto or thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business or activity located on the same or nearby property or any other premises. These shall not include business logos, identification, or advertising on vehicles primarily used for other business purposes.

## **MONUMENT SIGN**

A type of freestanding sign permanently affixed to the ground at its base, supported entirely by a base structure, and not mounted on a pole or attached to any part of a building.

**NONCONFORMING SIGN**

A sign which was erected prior to the establishment of zoning regulations within the Township or was erected in compliance with the then-enacted zoning regulations but does not currently comply with the applicable sign regulations of this chapter.

**OFF-PREMISES SIGN**

A type of sign which directs attention to or contains a message about a business, industry, profession, product, commodity, service, event, entertainment, idea, concept, point of view, or other commercial or non-commercial activity, not specifically located upon, sold, offered, produced, manufactured, furnished, or conducted on the premises where the sign is located. (Also generally known as a billboard.)

**ON-PREMISES SIGN**

A sign whose message and design relate to an individual business, profession, product, commodity, service, event, entertainment, idea, concept, point of view, or other commercial or non-commercial activity located upon, sold, offered, produced, manufactured, furnished, or conducted on the same property where the sign is located.

**PERMANENT SIGN**

A sign attached or affixed to a building, window, or structure, or to the ground, in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and whose intended placement and use appears to be indefinite.

**POLE SIGN**

A type of freestanding sign that is permanently supported in a fixed location by a structure of one (1) or more poles, posts, uprights, or braces from the ground and not supported by a building or a base structure.

**PROJECTING SIGN**

A sign that is dependent on a building for support and which projects more than twelve (12) inches from the building, including an awning sign. Whenever a canopy or awning is affixed with any lettering, design, symbol, or made from any special material that is intended to be or by its nature is an identification of a business, the applicable measurable area of the awning or canopy is a projecting sign.

**ROOF SIGN**

A sign, any part of which is erected, constructed, and/or maintained on or above the eave of the roof of a building, or a sign, any part of which is erected, constructed, and maintained higher than the highest elevation of the lower slope of a gambrel or mansard roof.

**SANDWICH BOARD SIGN**

A sign that is not permanently attached to the ground or a building and readily movable by a single person, consisting of two faces, connected, and hinged at the top and whose message is targeted to pedestrians.

## **SCOREBOARD**

A sign contained within an athletic venue and intended solely to provide information concerning the event occurring within the venue to the attendees of the event.

## **SIGN**

Any device visible from a public place whose essential purpose and design is to convey either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations. The term "sign" shall not include any flag or badge or insignia of the United States, State of Pennsylvania, Bucks County, New Britain Township, or official historic plaques of any governmental jurisdiction or agency. A sign includes the sign faces, as well as, any sign supporting structure.

## **TEMPORARY SIGN**

A pole, wall, or window sign not intended or designed for permanent display.

## **TRAFFIC SIGN**

Any of the following signs erected and maintained on public highways and roads by the Commonwealth, the County, the Township or, in the case of private streets, the owner of the road: official highway route number signs, street name signs, directional signs, parking signs, railroad crossing signs, construction signs, emergency signs, and other traffic signs erected and maintained in the interest of public safety or for the regulations of vehicular and pedestrian traffic.

## **WALL SIGN**

A sign that is in any manner affixed to an exterior wall of a building or structure and that projects not more than eighteen (18) inches from the building or structure wall, including signs affixed to architectural projections from a building provided the copy area of such signs remains on a parallel plane to the face of the building facade or to the face of the architectural projection to which it is affixed.

## **WARNING SIGN**

An on-premises sign regulating the use of the premises, such as a "no trespassing," "no hunting," or "no soliciting" sign.

## **WINDOW SIGN**

A sign that is applied, painted, or affixed to a window, or placed inside a window, facing the outside of the building, and visible from the outside.

## **§27-2602. Prohibited Signs.**

The following signs are unlawful and prohibited throughout the Township:

- a. Any sign containing information which states or implies that a property is being or may be used for any purpose not permitted under the provisions of this chapter.



- b. Any sign promoting illegal activity.
- c. Any sign which flashes, reflects, rotates, spins, revolves, oscillates, or has parts that physically move or revolve (with the exception of the movement of the hands of analog clocks or the rotation of barber poles.)
- d. Any sign containing or associated with audio speakers and/or any form of pyrotechnics. This prohibition also includes the speakers and pyrotechnics.
- e. Any sign which emits open flames, flashing lights, smoke, visible vapors or particles, sound, or odor.
- f. Any sign with animated, scrolling, or moving text, video, or graphics.
- g. A series of lights or lighting outlining the edges of commercial buildings or commercial building elements shall be considered a sign under the terms of this Part and shall be prohibited.
- h. All electrical or digital signs, except electronic message centers
- i. All roof signs.
- j. Strobe lights and spotlights.
- k. Any sign fully or partially blocking ingress and/or egress from any door, window, or fire escape. Only safety signs shall be attached to fire escapes or fire standpipes.
- l. Any sign that interferes with, obstructs, mimics, imitates, or resembles a traffic sign, traffic signal, or traffic device.
- m. Any sign attached, erected, posted, painted, or otherwise placed upon public or private property without the permission and/or knowledge of the property owner (with the exception of signs posted in accordance with legal notification requirements.)
- n. Any mobile sign parked in such a manner that its primary purpose is for advertising.
- o. Any sign tacked, nailed, glued, attached, erected, posted, placed, painted, maintained, or otherwise supported by or upon a rock, tree, telephone/power/light pole, road, trail, sidewalk, fence, wall, bench, or other object not originally installed, constructed, erected, or placed to support such sign.
- p. Any sign having content that is not subject to the protections of the First Amendment to the United States Constitution or Article I, Section 7 of the Pennsylvania Constitution, including, but not limited to the following:

1. Obscenity/pornography.
  2. Profanity.
  3. Fighting words.
  4. Incitement to imminent lawless action.
- q. Any sign which has been abandoned and/or does not conform to the requirements of the Zoning Ordinance which was in effect when the sign was erected.

**§27-2603. Exempt Signs.**

A sign permit shall not be required prior to the erection, installation, construction, alteration, structural repair, moving, removal, or demolition of any exempt signs in any zoning district in the Township. Exempt signs shall conform to the regulations of this chapter. No exempt sign shall be illuminated, except as provided for herein. Exempt signs are as follows:

- a. Traffic signs and emergency signs.
- b. Governmental signs.
- c. Governmental flags or insignias.
- d. Address signs, so long as each sign per property or location does not have a sign area in excess of three (3) square feet in residential zoning districts and five (5) square feet in nonresidential zoning districts.
- e. Incidental signs, so long as any such sign does not have a sign area greater than two (2) feet.
- f. Directional signs. Such sign shall not exceed four (4) square feet in sign area and shall have a maximum sign height of five (5) feet.
- g. Temporary signs, so long as any such sign does not exceed six (6) square feet in sign area.
- h. Warning signs; signs indicating the private nature of a road, driveway, or premises; and signs prohibiting or otherwise controlling fishing or hunting upon a particular premises. Such signs shall not have a sign area greater than two (2) square feet and shall be spaced at intervals of not less than seventy-five (75) feet.
- i. Signs indicating that the property the sign is located upon has been preserved by the Township, the County, the Commonwealth, and/or a land trust. Only one (1) such sign

per road frontage, and these signs shall not exceed three (3) square feet in sign area and shall have a maximum sign height of five (5) feet.

- j. Cornerstones; historical plaques or plates affixed to the surface of a building wall, so long as any such sign does not exceed two (2) square feet in sign area.
- k. Signs or displays, including lighting, which are temporary and celebrate a national, state, or local holiday; religious or cultural holiday; or another holiday season.
- l. Legal notices.
- m. Signs posted, placed, or erected inside a building or structure which are not meant to be viewed from the outside.
- n. Vending machines.
- o. Any sign erected by or erected at the direction of New Britain Township.

#### §27-2604. **General Sign Regulations.**

All signs in the Township shall comply all the applicable sign regulations set forth in this chapter, including, but not limited to, the specific sign type regulations of this Part, the specific zoning district regulations of this Part, and the following general regulations:

- a. Signs which advertise, promote, or draw attention to any product, service, or activity must be located upon the same lot where such product is being sold, service is being offered, or activity is taking place, except where specifically exempt from these requirements by this Part.
- b. Every sign shall be constructed of durable materials, using non-corrosive fastenings; shall be structurally safe and erected or installed in strict accordance with the Pennsylvania Uniform Construction Code; and shall be maintained in safe condition and good repair at all times so that all sign information is clearly legible.
- c. Any sign located along rights-of-way shall comply with the following:
  - 1. No sign shall be placed in such a position as to endanger vehicular or pedestrian traffic by causing confusion with traffic signs or traffic control signals/devices because of the sign's position, color, or reflective surface.
  - 2. No sign shall use the words "stop", "look", "danger", or any other word or character which attempts or appears to attempt to direct the movement of vehicular or pedestrian traffic or which interferes with or resembles any traffic sign or traffic signal/device.

3. No sign shall use or be illuminated by red, green, or yellow lights within seventy-five (75) feet of a public street right-of-way or within three hundred (300) feet of a traffic control signal/device, whichever is greater.
  4. No sign shall obscure or block a motorist's forward view of traffic control signals/devices, traffic signs, or other warning devices as viewed from the cartway of a public street.
  5. No sign shall obscure or block a motorist's forward view of roadway or intersections as viewed from the cartway of a public street.
  6. No sign shall be placed so that blocks the clear sight triangle of any intersection along a public street.
  7. No sign shall be placed so as to limit a pedestrian's view of vehicular traffic along a public street to less than 500 feet while the pedestrian stands inside the curb-line at an intersection or other established crossing point along the street.
  8. No sign shall be placed so that it blocks the movement of pedestrians traveling on sidewalks, trails, or other public thoroughfares.
  9. Only banner signs, traffic signs, and governmental signs are permitted within a public street right-of-way. In no case shall a sign intrude into or hang over the cartway of a public road.
  10. Only banner signs, traffic signs, and governmental signs are permitted to project over a public sidewalk, and the lowest edge of such sign shall be at least eight (8) feet above the walking surface of the sidewalk.
  11. No sign shall be located within five (5) feet of any multi-use trail within the Township.
- d. No sign be erected so that it:
1. Lies within ten (10) feet of any property line, except for traffic signs or governmental signs.
  2. Lies within a parking space or fire lane.
  3. Blocks the entrance, exit, fire escape, or fire lane to a building.
- e. Illumination of signs. No sign shall be illuminated in any fashion except as set forth herein.

1. Light sources to illuminate signs shall neither be visible from any public street right-of-way nor cause glare which is hazardous, annoying, or distracting to pedestrians, the operators/drivers of vehicles, or adjacent properties.
2. No more than 0.2 foot-candle of light from a sign's light source shall be detectable at the boundary of any abutting property.
3. External illumination, where permitted, is allowed only as a steady, stationary light source, shielded, and directed solely at the sign. The light source must be static in color and concealed by a translucent cover.
4. Internal illuminations, including back-lighting and neon signs, must be static in intensity, and color. No portion of the light source should be visible.
5. The lighting of all signs shall meet the design and construction requirements of the Uniform Construction Code of Pennsylvania. All electrical signs shall be manufactured in accordance with the Underwriter's Laboratories' specifications and shall bear the Laboratory label.
6. Illuminated signs are prohibited in residential zoning districts, except for house numbers.
7. Governmental signs identifying governmental buildings, police stations, or other Township facilities may be illuminated by exterior lights focused on the sign.
8. Signs on non-residential properties may be illuminated from 5 a.m. until 11 p.m., or ½ hour past the close of business of the facility being identified or advertised, whichever is later.

**§27-2605. Sign Height and Area.**

a. Sign area.

1. The area of a sign shall include all lettering, wording, and accompanying designs and symbols together with the background, whether open or enclosed, on which they are displayed, but not including any supporting framework and bracing which are incidental to the display itself. The computation of the area of the sign shall include decorative trim in addition to the portion devoted to the message and lettering.
2. Where the sign consists of individual letters or symbols attached to or painted on a building, wall, or window, the area shall be considered to be that of the smallest rectangle which encompasses all of the letters, logos, and symbols.

3. In computing the size of a double-faced sign where the sides are parallel to each other, only one (1) side shall be considered, provided the size of both faces are identical and the two (2) faces are not more than eighteen (18) inches apart. If the interior angle formed by the two (2) faces of the double-faced sign is 45° or greater or if the two (2) faces are more than eighteen (18) inches apart, then both sides of such sign shall be considered in calculating the sign area.
  4. If elements of a sign are movable or flexible, such as a flag or banner, the measurement of sign area is taken when the elements are fully extended and parallel to the plane of view.
- b. Sign height.
1. Generally, the height of the sign shall be measured from the average grade of the surface directly beneath the sign to the point on the sign being measured, and if no such point is specified, then to the highest point of the sign, including the supporting framework or bracing of the sign. Where the sign is located less than fifty (50) feet from the legal right-of-way a public or private street, however, the height of the sign shall be measured as the distance from the highest point of the sign, including the supporting framework or bracing of the sign, to the average finished grade of the street's cartway closest to the sign.
  2. For wall, projecting, marquee, canopy, and awning signs, the height of the sign shall be measured from the average base of the building wall directly beneath where the sign is attached to this wall to the highest point of the sign, including the supporting framework or bracing of the sign.
  3. Any freestanding sign erected within five (5) feet of or partially or fully over a sidewalk, walkway, trail, or other area intended for pedestrian travel shall have a minimum clearance of eight (8) feet.

**§27-2606. Sign Type Specific Regulations.**

- a. Building Signs. The following building signs shall comply with the regulations listed for that particular sign type.
  1. Awning or canopy signs.
    - (a) An awning or canopy without lettering or other advertising shall not be regulated as a sign.
    - (b) Awning or canopy signs must be centered within or over architectural elements such as windows or doors.

- (c) No awning or canopy shall be wider than the building wall or tenant space it identifies.
- (d) Sign Placement
  - (1) Letter or numerals shall be located only on the front and side vertical faces of the awning or canopy.
  - (2) Logos or emblems are permitted on the top or angled portion of the awning or canopy up to a maximum sign area of three (3) square feet. No more than one (1) emblem or logo is permitted on any one (1) awning or canopy.
- (e) Every awning or canopy sign shall have a minimum clearance of eight (8) feet.
- (f) No ground-floor awning or canopy may project into a street right-of-way.
- (g) Awnings or canopies may be fixed (i.e., not collapsible or foldable), provided they do not project more than four (4) feet from the face of the building they are attached to.
- (h) Multi-tenant buildings. All awning or canopy signs mounted on a multi-tenant building shall be similar in terms of height, projection, lettering, and style throughout the entire building.

2. Marquee signs

- (a) Such signs shall be located only above the principal public entrance of a building facing a public street or parking lot.
- (b) No marquee containing a marquee sign shall be wider than the entrance it services, plus two (2) feet on each side thereof.
- (c) No marquee containing a marquee sign shall extend into the right-of-way of a public street or more than fifty percent (50%) over a public sidewalk. In no case shall a marquee containing a marquee sign extend more than ten (10) feet from the face of the building it is attached to.
- (d) Sign height.
  - (1) No portion of the marquee containing the marquee sign shall extend vertically above the eave line of the building it is attached to.

- (2) Every marquee containing a marquee sign shall have a minimum clearance of ten (10) feet.
    - (e) Marquee signs may contain manually changeable copy.
  3. Projecting signs.
    - (a) No portion of a projecting sign shall project more than four (4) feet from the face of the building it is attached to.
    - (b) No portion of a projecting sign shall project into the right-of-way of a public street.
    - (c) Every projecting sign shall have a clearance of eight (8) feet. Projecting signs located over sidewalks or other public walkways shall have a minimum clearance of ten (10) feet.
  4. Wall signs.
    - (a) No wall sign shall extend out more than eighteen (18) inches from the wall on which it is affixed.
    - (b) Every wall sign shall have a minimum clearance of eight (8) feet, unless the wall sign projects less than two (2) inches from the wall on which it is affixed, in which case its clearance may be less than eight (8) feet.
    - (c) Wall signs may contain manually changeable copy.
  5. Window signs. Incidental window signs shall be excluded from the sign area calculations for window signs.

b. Electronic message center sign. All electronic message center signs shall comply with the following:

  1. Electronic message center signs are permitted in the form of freestanding signs or wall signs or incorporated as a portion of a freestanding sign or wall sign. Electronic message centers are permitted instead of and shall not be permitted in addition to an allowed freestanding sign or wall sign on a property. Moreover, the sign area of the electronic message center sign counts towards the total permitted sign area allowed on the property.
  2. Only one (1) message center sign is permitted per property, regardless of the number of street frontages the property has, or the number of signs allowed on the property under this Part.



3. All displayed messages, or any portion thereof, must have a minimum duration of ten (10) seconds and must be a static display. Messages may change immediately or fade in and out only. No portion of the message may flash, scroll, twirl, twinkle, oscillate, rotate, blink, change color, or imitate movement in any manner.
  4. Time and temperature shall be included as a separate message(s).
  5. The illumination and/or intensity of the display shall be controlled so as to not create glare, hazards, or nuisances. The brightness of the electronic message center sign shall not exceed 0.3 foot-candles of light above the normal ambient light levels. Such signs shall be equipped with automatic dimming technology which automatically adjusts the sign's brightness based on ambient light conditions. Such brightness shall be measured as follows:
    - (a) The luminance specification shall be determined by a foot-candle metering device held at a height of five (5) feet and aimed towards the sign from a distance of sixty-five (65) feet.
    - (b) The metering device should be at a location perpendicular to the sign's center (as seen in plain view) as this angle has the highest luminance.
    - (c) This check shall include the measurement of an all-white image displayed by the sign to evaluate the worst-case scenario.
    - (d) If the difference in luminance between the sign-on and the sign-off conditions is 0.3 foot-candle or less, then the sign luminance is in compliance.
  6. All electronic message center signs must be equipped with a properly functioning default mechanism that will stop the sign and return to a solid black display should a malfunction occur.
  7. The applicant shall be required to coordinate/permit message access for local, regional, state, and national emergency services during emergency situations. Emergency messages are not required to conform to message standards listed herein.
- c. Freestanding signs. All freestanding signs shall comply with the following:
1. Every pole sign shall have a clearance that is either less than four (4) feet or greater than eight (8) feet.
  2. Monument signs shall be supported and permanently placed by embedding, anchoring, or connecting the sign in such a manner as to incorporate it into the landscape or architectural design scheme.

3. Sign placement.
    - (a) A freestanding sign shall be set back from the rights-of-way of public streets and the boundary lines of neighboring properties a distance equal to or greater than the height of the sign. The minimum setback for all freestanding signs from such rights-of-way and boundary lines is ten (10) feet.
    - (b) No freestanding sign may occupy, intrude into, or hang out any parking area, loading area, walkway, driveway, fire lane, easement, right-of-way, or other area required to remain unobstructed.
  4. Freestanding signs may contain manually changeable copy.
  5. These freestanding sign regulations do not apply to traffic signs, government signs, or off-premises signs.
- d. Sandwich Board Signs. Sandwich board signs that fully comply with this chapter shall not be included in the determination of the type, number, or area of signs allowed on a property. All sandwich board signs shall comply with the following:
1. Only one (1) sandwich board sign is permitted per establishment. The commercial messages on the sign must advertise only goods and services available on the premises from the establishment.
  2. Each sandwich board sign shall have a maximum sign area of seven (7) square feet per sign face and a maximum sign height of three and one-half (3.5) feet. Each sign shall be weighted or otherwise temporarily secured so as to avoid being carried away by high winds.
  3. Sandwich board signs must be taken in during hours of non-operation of the business being advertised. In addition, these signs shall not be displayed on any premises before 6:00 AM and shall be removed each day at or before 10:00 PM.
  4. Sandwich board signs shall not be illuminated.
  5. Sandwich board signs may contain manually changeable copy.
  6. Sandwich Board Sign Placement.
    - (a) If a sign is located on a public or private sidewalk, a minimum of thirty-six (36) inches of unobstructed sidewalk must be maintained between the sign and any building, the edge of the sidewalk, curb, or other obstruction.
    - (b) The sign must be located on the premises and within twelve (12) feet of the primary public entrance of the establishment it advertises.

e. Temporary signs

1. Commercial.

- (a) Commercial temporary signs are temporary signs that advertise a transitory commercial event or activity occurring on the property where the sign is located, such as construction work, a sale, help-wanted, etc.
- (b) On a single property, one (1) temporary pole sign or one (1) group of temporary wall and/or window signs is permitted for each road the property fronts upon. On properties with multiple units or dwellings, one (1) temporary sign or sign grouping is permitted for each dwelling or unit.
- (c) Dimensions.
  - (1) Area. Each temporary pole sign shall not exceed six (6) square feet in sign area. A grouping of temporary window and/or wall signs shall not exceed twenty (20) square feet in sign area.
  - (2) Sign height. Temporary pole signs shall be limited to four (4) feet in sign height. Temporary wall or window signs shall be limited to eight (8) feet in sign height.
- (d) Temporary signs shall not be directly illuminated in any fashion.
- (e) A temporary sign shall be permitted to be displayed upon a property for up to thirty (30) consecutive days before the occasion, event, or activity commences and up to five (5) consecutive days after the occasion, event, or activity ends. In no case shall the temporary sign be displayed for more than forty-five (45) consecutive days.
- (f) The number of times a temporary sign may be erected upon a property in a calendar year shall be equal to four (4) times the number of temporary signs allowed on the property under Subsection 1(b) above.

2. Noncommercial.

- (a) Noncommercial temporary signs are temporary signs that advertise a transitory noncommercial occasion, event, or activity occurring on or off the property where the sign is located, such as holidays, birthdays, fairs, festivals, political campaigns, etc.
- (b) On a single lot, one (1) temporary sign is permitted for each ten (10) feet of road frontage the lot has.

- (c) Dimensions.
    - (1) Area. Each temporary sign shall not exceed six (6) square feet in sign area.
    - (2) Sign height. Temporary pole signs shall be limited to four (4) feet in sign height. Temporary wall or window signs shall be limited to five (5) feet in sign height.
  - (d) Temporary signs shall not be illuminated in any fashion.
  - (e) A temporary sign shall be permitted to be displayed upon a property for up to thirty (30) consecutive days before the occasion, event, or activity commences and up to five (5) consecutive days after the occasion, event, or activity ends. In no case shall the temporary sign be displayed for more than forty-five (45) consecutive days.
  - (f) One or more temporary signs (as limited by subsection 2(b) above) may be erected upon a property four (4) separate times in a calendar year.
3. Sale or Rental of Real Estate.
- (a) Real estate temporary signs are temporary signs that advertise the sale or rental of the real property the sign is located upon.
  - (b) On a single property, one (1) temporary pole sign or one (1) temporary wall and/or window sign is permitted for each road the property fronts upon.
  - (c) Dimensions.
    - (1) Area. Each real estate temporary sign shall not exceed six (6) square feet in sign area.
    - (2) Sign height. Temporary pole signs shall be limited to four (4) feet in sign height. Temporary wall or window signs shall be limited to six (6) feet in sign height.
  - (d) Real estate temporary signs shall not be directly illuminated in any fashion.
  - (e) A real estate temporary sign shall be permitted to be displayed upon a property for the entire time the property is for sale or rent. The sign shall be removed no later than five (5) consecutive days after the property has been sold or let.

**§27-2607. Signs Allowed in All Zoning Districts and in Conjunction with all Uses.**

In all Zoning Districts and in conjunction with all Uses, the following types of signs are permitted, contingent upon the securing of a sign permit when one is required, and when in full compliance with the applicable requirements of this Chapter.

- a. Any exempt sign.
- b. Any noncommercial temporary sign.

**§27-2608. Signs Allowed in Conservation and Residential Districts (CR, WS, SR-1, SR-2, RR, VR, & MHP).**

In the CR, WS, SR-1, SR-2, RR, VR, and MHP Zoning Districts the following types of signs and no others shall be permitted upon a lot or site, contingent upon the securing of a sign permit when one is required and when in full compliance with the requirements of this chapter.

- a. Monument signs for residential developments and/or buildings containing more than ten (10) units in compliance with the following regulations.
  - 1. One (1) sign per street frontage.
  - 2. Each sign shall have a maximum sign area of twenty (20) square feet and a maximum sign height of five (5) feet.
  - 3. Illumination of such sign shall only be done externally with a shielded, downward facing light source.
  - 4. Each sign shall only be erected/installed upon a portion of land owned and controlled by a homeowners or condominium association. The association shall be responsible for maintaining the sign.
- b. Pole or monument signs for permitted non-residential uses in compliance with the following regulations.
  - 1. One (1) sign per street frontage, and only one (1) type of sign (pole or monument) per property. Where a property or use has multiple signs, all the signs shall be integrated and have a consistent style, lettering, and construction.
  - 2. Each pole sign shall have a maximum sign area of sixteen (16) square feet and a maximum sign height of seven (7) feet. Each monument sign shall have a maximum sign area of thirty (30) square feet and a maximum sign height of five (5) feet.

3. Illumination of pole signs shall only be done externally with a shielded, downward facing light source. Illumination of monument signs shall only be done with internal illumination or externally with a shielded, downward facing light source.
4. A permitted sign may contain manually changeable copy.

§27-2609. **Signs Allowed in Institutional, Office, and Industrial Districts (IN, OP, I, & IO).**

In the IN, OP, I, and IO Zoning Districts the following types of signs and no others shall be permitted upon a lot or site, contingent upon the securing of a sign permit when one is required and when in full compliance with the applicable requirements of this chapter.

- a. Any commercial temporary sign.
- b. Freestanding signs for permitted non-residential uses in compliance with the following regulations.
  1. One (1) sign per street frontage.
  2. Each sign shall have a maximum sign area of fifty (50) square feet.
  3. Pole signs shall have a maximum sign height of twelve (12) feet, and monument signs shall have a maximum sign height of seven (7) feet.
  4. Each sign may be externally or internally illuminated. External illumination shall only be done with a shielded, downward facing light source.
- c. Building signs for permitted non-residential uses in compliance with the following regulations.
  1. No more than two (2) projecting or wall signs shall be erected/installed on each principal building located on a property, and not more than one (1) of these two (2) signs shall be a projecting sign.
  2. The sign area of each wall sign shall not exceed ten percent (10%) of the exterior area of the building wall onto which it is mounted (including window and door area and cornices). Any projecting sign shall have a maximum sign area of thirty-two (32) square feet.
  3. The total sign area of all the building signs on the property shall not exceed sixty (60) square feet.

- d. Additional temporary sign for permitted non-residential uses in compliance with the following regulations.
  - 1. One (1) additional commercial temporary sign is allowed on any property that contains more than 10,000 square feet of gross floor area.
  - 2. The additional commercial temporary sign shall have a maximum sign area of sixteen (16) square feet and a maximum sign height of six (6) feet.
- e. Electronic message center or changeable copy signs for permitted non-residential uses in compliance with the following regulations.
  - 1. An electronic message center sign or a changeable copy sign may be substituted for or incorporated into a permitted freestanding sign or wall sign but no more than one (1) electronic message sign may be utilized on any one (1) property.
  - 2. The electronic message center sign or changeable copy sign shall comply with all the requirements of the sign it is being substituted for or incorporated into.
  - 3. If fully replacing an allowed sign, the electronic message center sign or changeable copy sign shall have a maximum sign area that is fifty percent (50%) of the allowed maximum sign area of the sign it is being substituted for.
- f. One (1) sandwich board sign for permitted non-residential uses.

**§27-2610. Signs Allowed in Commercial Districts  
(C-1, C-2, & C-3).**

In the C-1, C-2, and C-3 Zoning Districts the following types of signs and no others shall be permitted upon a lot or site, contingent upon the securing of a sign permit when one is required and when in full compliance with the applicable requirements of this Chapter.

- a. Any commercial temporary sign.
- b. Monument signs for residential developments and/or buildings containing more than ten (10) units in compliance with the following regulations.
  - 1. One (1) sign per street frontage.
  - 2. Each sign shall have a maximum sign area of twenty (20) square feet and a maximum sign height of five (5) feet.
  - 3. Illumination of such sign shall only be done with a shielded, downward facing light source.

4. Each sign shall only be erected/installed upon a portion of land owned and controlled by a homeowners or condominium association. The association shall be responsible for maintaining the sign.
- c. Freestanding signs for permitted non-residential uses in compliance with the following regulations.
1. One (1) sign per street frontage.
  2. Each sign shall have a maximum sign area of one hundred (100) square feet.
  3. Pole signs shall have a maximum sign height of twenty (20) feet, and monument signs shall have a maximum sign height of seven (7) feet.
  4. Each sign may be externally or internally illuminated. External illumination shall only be done with a shielded, downward facing light source.
- d. Building signs for permitted non-residential uses in compliance with the following regulations.
1. No more than two (2) projecting or wall signs shall be erected/installed on each principal building located on a property, and not more than one (1) of these two (2) signs shall be a projecting sign.
  2. No more than four (4) window signs shall be allowed on each principal building located on a property, and not more than two (2) of these four (4) signs shall be in a single window.
  3. Sign Area.
    - (a) The sign area of each wall sign shall not exceed twenty percent (20%) of the exterior area of the building wall onto which it is mounted (including window and door area and cornices).
    - (b) Any projecting sign shall have a maximum sign area of thirty-two (32) square feet.
    - (c) The sign area of each window sign shall not exceed twenty percent (20%) of the area of the window it is mounted in, and no more than thirty percent (30%) of the area of a window shall be covered by signage.
    - (d) The total sign area of all the building signs on the property shall not exceed one hundred (100) square feet.
- e. Additional temporary sign for permitted non-residential uses in compliance with the following regulations.



1. One (1) additional commercial temporary sign is allowed on any property that contains more than 5,000 square feet of gross floor area in non-residential use.
  2. The additional commercial temporary sign shall have a maximum sign area of sixteen (16) square feet and a maximum sign height of six (6) feet.
- f. Electronic message center or changeable copy signs for permitted non-residential uses in compliance with the following regulations.
1. An electronic message center sign or a changeable copy sign may be substituted for or incorporated into a permitted freestanding sign or wall sign but no more than one (1) electronic message sign may be utilized on any one (1) property.
  2. The electronic message center sign or changeable copy sign shall comply with all the requirements of the sign it is being substituted for or incorporated into.
  3. If fully replacing an allowed sign, the electronic message center sign or changeable copy sign shall have a maximum sign area that is fifty percent (50%) of the allowed maximum sign area of the sign it is being substituted for.
- g. One (1) sandwich board sign for permitted non-residential uses.

**§27-2611. Special Sign Regulations for Specific Uses.**

The following regulations apply to the signage allowed in conjunction with certain Uses and activities. These regulations are in addition to the other requirements set forth in this Part. The erection or placement of any sign allowed pursuant to this Section is contingent upon the securing of a sign permit when one is required and must be done in full compliance with the applicable requirements of this chapter.

- a. Agricultural Uses (A Uses). In place of the signs allowed in the zoning district where an agricultural use is located, such a Use may erect the following signs.
1. Any commercial temporary sign.
  2. Pole signs for permitted agricultural uses in compliance with the following regulations.
    - (a) One (1) sign per street frontage.
    - (b) Each pole sign shall have a maximum sign area of twenty (20) square feet and a maximum sign height of seven (7) feet.

- (c) Illumination of pole signs shall only be done externally with a shielded, downward facing light source.
      - (d) A permitted sign may contain manually changeable copy.
    - 3. Pole signs advertising the crop being grown in a farm field in compliance with the following:
      - (a) One (1) sign per field of crop.
      - (b). Each pole sign shall have a maximum sign area of two (2) square feet and a maximum sign height of five (5) feet.
      - (c) The sign shall not be illuminated.
      - (d) The sign shall only be in place while the advertised crop is actually planted and growing in the field.
      - (e) Sign permits are not required for these signs.
  - b. Service Stations (Use J19). In addition to the signs allowed in the zoning district where the service station is located, such a Use may also have the following signs:
    - 1. If the service station has more than one (1) road frontage, it may have an additional electronic message center signs or changeable copy sign for each additional road frontage. Other than regarding the number allowed on each property, these signs shall comply with the applicable regulations for the zoning district the service station is located in.
    - 2. If the service station has one (1) or more fuel island canopies (“FIC”) over the gasoline pumps, it may place a sign on the face of each FIC in accordance with the following:
      - (a) The sign shall just consist of the name of the service station or the brand of fuel being sold.
      - (b) Each side of the FIC facing a road frontage may have a sign on it.
      - (c) The sign area shall not exceed forty-five (45) square feet or thirty percent (30%) of the total area of the side of the FIC the sign is located upon, whichever is larger.
      - (d) The sign on the FIC shall have a maximum sign height of twenty (20) feet.
      - (e) Each FIC sign may only be illuminated internally. No external illumination of the sign is allowed.

- c. Multi-tenant Commercial/Industrial Buildings (F, I, J, and K Uses – not including shopping centers). In place of the signs allowed in the zoning district where a multitenant building is located, such a Use may erect the following signs.
1. Where multiple tenants use the same entrance to a building, a directional sign may be posted or erected outside each such entrance to the building in accordance with the following:
    - (a) Each sign shall have a maximum sign area of six (6) square feet and a maximum sign height of six (6) feet.
    - (b) Each sign can be a freestanding sign or a wall sign.
    - (c) Each sign shall only provide information concerning the location of tenants within the building.
  2. Where a tenant has a separate dedicated entrance just for that tenant, the tenant may post or erect a sign with its and/or logo outside this dedicated entrance to the building in accordance with the following:
    - (a) Each sign shall have a maximum sign area of six (6) square feet and a maximum sign height of six (6) feet.
  3. Where the Use is comprised of several separate buildings in an integrated complex or campus (Use F6, F7, and J32 only), directional signs may be posted or erected along the driveways of the complex/campus at each entrance to the complex/campus or at each building within the complex/campus in accordance with the following:
    - (a) Each sign shall be a freestanding sign with a maximum sign area of twenty (20) square feet and a maximum sign height of six (6) feet.
    - (b) Each sign shall be placed to provide directions to and so it can be read by drivers in automobiles traversing the adjacent driveway or parking lot.
    - (c) Each sign shall only provide information concerning the location of tenants within the complex/campus.
  4. Each tenant may erect a single commercial temporary sign and a single sandwich board sign.
- d. Multi-tenant Shopping Centers (Use J24 and similar). In place of the signs allowed in the zoning district where the shopping center is located, such a Use may erect the following signs:

1. A pole sign containing the name of the shopping center and the name of one (1) or more of the tenants of the shopping center along each arterial road frontage in accordance with the following:
    - (a) Each pole sign shall have a maximum sign area of one hundred fifty (150) square feet and a maximum sign height of twenty-two (22) feet.
    - (b) Each pole sign may only be illuminated internally. No external illumination of the sign is allowed.
  2. A monument sign containing the name of the shopping center along each non-arterial road frontage in accordance with the following:
    - (a) Each monument sign shall have a maximum sign area of fifty (50) square feet and a maximum sign height of seven (7) feet.
    - (b) Each monument sign may only be illuminated internally. No external illumination of the sign is allowed.
  3. A single wall sign on the wall of each tenant's unit in accordance with the following:
    - (a) Each wall sign shall have a maximum sign area of thirty (30) square feet.
    - (b) The wall sign shall only contain the tenant's name and/or logo.
    - (c) Each wall sign may only be illuminated internally. No external illumination of the sign is allowed.
  4. A single projecting sign on the wall of each tenant's unit in accordance with the following:
    - (a) Each projecting sign shall have a maximum sign area of six (6) square feet and a maximum sign height of twelve (12) feet.
    - (b) The projecting sign shall only contain the tenant's name and/or logo.
    - (c) Each projecting sign may only be illuminated internally. No external illumination of the sign is allowed.
  5. Each tenant may erect a single commercial temporary sign and a single sandwich board sign.
- d. Theater (Use J10). In addition to the signs allowed in the zoning district where the theater is located, such a Use may erect the following signs:

1. A single marquee sign at the main entrance to the theater in accordance with the following:
    - (a) The marquee sign shall have a maximum sign area of one hundred fifty (150) square feet or thirty (30) square feet per separate theater room within the theater building, whichever is greater.
    - (b) The marquee sign may only be illuminated internally. No external illumination of the sign is allowed.
  2. Wall signs specifically designed and used to advertise current and future events or showings at the theater in accordance with the following:
    - (a) Each wall sign shall be no larger than forty (40) inches by fifty-five (55) inches and shall not project more than four (4) inches from the wall
    - (b) No wall sign shall have a sign height in excess of eight (8) feet.
    - (c) Each theater may erect up to four (4) wall signs or one (1) wall sign per separate theater room within the theater building, whichever is greater.
    - (d) The wall signs may only be illuminated internally. No external illumination of the sign is allowed.
- e. Outdoor Athletic Venues (Use E1 or E2). In addition to the signs allowed in the zoning district where the venue is located, such a Use may erect the following signs:
1. Scoreboards in accordance with the following:
    - (a) One (1) scoreboard per playing field
    - (b) The scoreboard shall have a maximum sign area of one hundred (100) square feet and a maximum sign height of twelve (12) feet.
    - (c) Commercial messages shall not exceed 30% of the front face of the scoreboard.
    - (d) The face of all scoreboards, including any attached commercial signs and panels, shall be permanently oriented toward the athletic venue and the spectators located therein.
    - (e) Illumination of the scoreboard shall only be done externally with a shielded, downward facing light source. Team names and numbers may be shown on the scoreboard electronically or digitally in conformance with the electronic message center regulations.

2. Off-premises signs in accordance with the following:
  - (a) Such signs shall only be hung from fencing surrounding an individual athletic field and shall be permanently oriented toward the athletic venue and the spectators located therein.
  - (b) One (1) sign per fifteen (15) of fencing.
  - (c) Each sign shall have a maximum sign area of thirty (30) square feet and a maximum sign height of six (6) feet.
  - (d) The signs shall only be hung during the athletic seasons the field is in use.
  - (e) The signs shall not be directly illuminated except as a result of the field being illuminated during an event.
  
- f. Bars and Restaurants (Use J6, J7, and J8). In addition to the signs allowed in the zoning district where the bar or restaurant is located, such a Use may erect the following signs:
  1. Neon window signs in accordance with the following:
    - (a) The sign area of each window sign shall not exceed twenty percent (20%) of the area of the window it is mounted in, and no more than thirty percent (30%) of the area of a window shall be covered by signage. Moreover, the sign area window signs shall not exceed ten percent (10%) of the exterior area of the building wall in which the windows with these signs are located (including window and door area and cornices).
    - (b) The signs shall be turned off whenever the business establishment where they are hung is closed to the public.
    - (c) The signs shall comply with the illumination and intensity regulations for electronic message centers contained within this Part.

§27-2612. **Off-Premises Signs**

Off-premises signs are allowed in the Township in accordance with the following requirements. This section applies to both commercial and noncommercial off-premises signs, except as may be specifically provided for elsewhere in this chapter.

- a. Purpose. Off-premises signs are controlled by this chapter to serve the following purposes:
  1. To ensure that a physical environment is maintained that is attractive to desirable types of development;

2. To prevent visual pollution in the Township and protect property values;
  3. To prevent glare onto adjacent property and streets;
  4. To protect the open space and natural character of areas of the Township planned to remain agricultural or as conservation areas;
  5. To avoid the creation of additional visual distractions to motorists; and
  6. To protect the public's health, safety, morals and general welfare.
- b. Approval. Off-premises signs are only permitted as a special exception.
- c. Location. Off-premises signs shall be only located only along Route 313/Swamp Road in the OP Zoning District or along County Line Road in the I and/or IO Zoning Districts.
- d. Type. All off-premises signs shall be non-illuminated, permanent freestanding signs erected upon the ground. No off-premises sign shall be erected upon, painted on, applied to, attached to, and/or supported by a building, vehicle, or other structure.
- e. Site
1. All off-premises signs shall be erected upon land which is leased or purchased for the exclusive business purpose of advertising by sign. Only one (1) such sign may be erected per parcel.
  2. Off-premises signs shall not be erected upon or within any protected natural resource.
  3. Off-premises signs shall not be erected upon or within any rights-of-way, utility easements, or any easement held by the Township or a third party.
  4. Off-premises signs shall not be erected upon a bridge or culvert.
- f. Area. No off-premises sign shall be permitted to exceed a maximum sign area of one hundred and sixty (160) square feet, including border and trim but excluding supports. A sign having two (2) sides back-to-back or a V-shaped sign with a horizontal angle not greater than forty-five degrees (45°) is permitted to have one hundred and twenty (120) square feet on each side for a total maximum sign area of two hundred and forty (240) square feet.
- g. Sign Height
1. No off-premises sign or any part thereof shall be taller than twenty (20) feet in height as measured from the nearest shoulder of the road to the highest point of

the proposed sign or taller than twenty-five (25) feet in height measured from the lowest point of the undisturbed surface of the ground underneath the sign.

2. All off-premises signs shall have a minimum clearance of eight (8) feet.
3. No off-premises sign shall be erected upon a berm or other artificial/man-made structure designed to increase the height of the sign.

h. Setbacks

1. Right-of-Way. No off-premises sign or any part thereof shall be erected or maintained closer than fifty (50) feet from the existing or ultimate right-of-way of a public street. No off-premises sign or any part thereof shall be erected or maintained farther away than one hundred (100) feet from the existing or ultimate right-of-way of Route 313/Swamp Road or County Line Road. No off-premises sign or any part thereof shall be erected or maintained within fifty (50) feet of any driveway or private lane.
  2. Side or Rear Yards. No off-premises sign or any part thereof shall be erected or maintained within fifty (50) feet of any side or rear property line.
  3. Street Intersection. No off-premises sign shall be erected within one hundred (100) feet of any public street intersection.
  4. Bridge or Overpass. No off-premises sign shall be erected within five hundred (500) feet of any bridge or overpass.
  5. Buildings and signs. No off-premises sign or any part thereof shall be erected or maintained within fifty (50) feet of any building or on-premises sign.
  6. Residences. No off-premises sign shall be located closer than five hundred (500) feet to any residence located within a residential zoning district, such measurement to be made between the two (2) nearest points located on any portion of the sign and the residence.
  7. Public and civic places. No off-premises sign shall be placed so as to face a lot located within three hundred (300) feet of the sign and occupied by a church, school, park, playground, open space, historic building, or cemetery.
  8. Other off-premises signs. No off-premises sign shall be located closer than one thousand (1,000) feet to any other off-premises outdoor advertising sign, such measurement to be made between the two (2) nearest points located on any portion of the signs.
- i. Advertisement. An off-premises sign structure may contain only one (1) sign or advertisement per face.



- j. Illumination. Off-premises signs shall not be artificially lit in any fashion.
- k. The following buffer plants shall be planted adjacent to all off-premises signs. The size and species of these plants shall comply with the requirements listed in Part 28 of this Chapter.
  - 1. Five (5) evergreens within a forty (40) foot radius along the sides and rear of the sign;
  - 2. Four (4) flowering trees within a fifty (50) foot radius along the sides of the sign; and
  - 3. One (1) shrub in front of the sign for every three (3) lineal feet of sign frontage.
- l. Construction and Maintenance.
  - 1. All plans for off-premises signs shall be certified by a licensed engineer registered in Pennsylvania.
  - 2. All off-premises signs shall be constructed in accordance with industry-wide standards established by the Outdoor Advertising Association of America and the Institute of Outdoor Advertising, or their successor organizations, as well as in accordance with the Pennsylvania Uniform Construction Code.
  - 3. All off-premises signs shall be structurally sound and maintained in good condition and in compliance with the Pennsylvania Uniform Construction Code.
  - 4. The structural components of the sign shall be maintained to ensure their integrity and to prevent the possible collapse of the sign. Any damage to the structural components shall be repaired within twenty-four (24) hours.
  - 5. The face of the sign shall be blank or shall show the full advertisement. Signs having ripped, defaced, or partial advertisements shall be immediately repaired by having the advertisement restored to its original condition, removed, or covered.
  - 6. The rear face of a single-face, off-premises sign shall be painted and maintained with a single neutral color as approved by the Township.
  - 7. Every three (3) years, the owner of the off-premises sign shall have a structural inspection made of the sign by a licensed engineer registered in Pennsylvania and shall provide to the Township a certificate certifying that the sign is structurally sound.
  - 8. Any trees greater than four (4) inches, DBH removed or damaged during the construction of the sign shall be replaced or replanted on an equivalent caliper

basis. The caliper of all the trees removed or damaged shall be added together, and the applicant shall be required to plant new trees, whose cumulative caliper equals or exceeds that of the removed or damaged trees. The planting of replacement trees shall occur onsite, or on a property within New Britain Township designated and approved by the Board of Supervisors, unless the applicant offers a fee in lieu of the required replacement, such fee being approved by the Board of Supervisors, in its sole discretion. Replacement trees shall be species native to the Township; planted not less than 20 feet on center; and shall have a minimum caliper of three and a half (3½) inches, DBH

- m. Identification of Sign Owner: All off-premises signs shall be identified on the structure with the name, address, and phone number of the owner of such sign.
- n. Prohibitions. All off-premises signs shall comply with the prohibited signs section of this Part. No digital or electronic off-premises signs are allowed, including, but not limited to, revolving or flashing signs, signs with intermittent illumination, or signs with mechanically or electronically changing messages or pictures. No mobile signs or manually changeable copy signs shall be permitted as off-premises signs.
- o. Application/Plan Requirements. All applicants/owners of an off-premises sign must obtain a sign permit prior to erecting the sign in addition to obtaining special exception approval. Any plans submitted in conjunction with an off-premises sign permit application shall show the following in addition to the information required for any sign permit application:
  - 1. The location of the proposed sign on the lot with all the required sign setbacks.
  - 2. The location and species of: existing trees, trees and vegetation to be removed, replacement trees, and proposed landscaping and buffering.
  - 3. The distance to the nearest existing off-premises sign.
  - 4. Proof of compliance with all of the applicable requirements set forth in this chapter.
  - 5. Certification under the seal by a licensed engineer that the off-premises sign, as proposed, is designed in accordance with all federal, state, and local laws, codes, and professional standards.
- p. Additional Regulations. All off-premises signs shall comply with any and all applicable zoning regulations of the Township, and all other applicable municipal, state, and/or federal regulations. In the event any other applicable regulation is in conflict with the provisions of this Section, the more strict regulation shall apply.
- q. Safety. In applying for special exception relief, the applicant bears the burden of proof to establish that the proposed off-premises sign will not create a public health or safety

hazard in the matter and location that it is proposed and in the manner by which it is to be erected and used.

### §27-2613. Permits & Applications

- a. Permit required. It shall be unlawful to erect, install, construct, alter, structurally repair, move, or replace any sign not classified as “exempt” under this Part without first obtaining a sign permit from the Township Zoning Officer. Normal sign maintenance, which only includes cleaning and repairs, shall not require a sign permit nor shall a permit be required for changing the advertising copy on a permanent sign.
- b. Prior to the erection of any sign or signs requiring a sign permit, the applicant shall file a sign permit application with the Township along with any required fee, set from time to time by resolution of the Board of Supervisors.
- c. Along with the application, the applicant shall submit two (2) copies of a plan drawn to scale depicting:
  1. Lot dimensions; building frontage; and existing cartways, rights-of-way and driveways.
  2. The design of each sign face and sign structure, including dimensions, total area, sign height, depth, color scheme, structural details, materials, lighting scheme and proposed location.
  3. Building elevations, existing and proposed facades, parapet walls, eave line and the location and size of all proposed and existing permanent signage.
  4. Current photographs showing existing signs on the premises (if any) and certifying the date on which photographs were taken.
- d. Upon the filing of an application for a sign permit, the Township shall examine such plans and specifications and other data and the premises upon which it is proposed to erect the sign or other advertising structure, and if it shall appear that the proposed structure(s) is(are) in compliance with the requirements of this Part and chapter and all other laws and ordinances of the Township, the officer shall then issue the sign permit. If the work authorized under a sign permit has not been completed within six (6) months of the date of issuance, the said permit shall become null and void.
- e. An application for a sign permit may be denied by the Township if the application fails to comply with the standards contained herein. The Township shall inform the applicant of the reasons for denying the sign permit application in writing.
- f. Upon denial of a sign permit application, the applicant has thirty (30) days to revise and resubmit the application for review by the Township. In the alternative, the applicant

may appeal the denial to the Zoning Hearing Board in accordance with the requirements of this chapter.

- g. Sign permits shall not expire provided that such signs are not abandoned or destroyed. In the instance that substantial repair or replacement becomes necessary (i.e., repairs that cost more than fifty (50) percent of the replacement cost of the damaged sign); the applicant must apply for a new sign permit, and pay an additional fee, if required.

**§27-2614. Maintenance.**

All signs permitted in this chapter must be constructed of durable materials and must be kept in good condition and repair. If any sign is allowed to become dilapidated, then the owner of the property upon which the sign is located shall be notified by the Zoning Officer to restore said sign to good and proper condition within thirty (30) days. The Zoning Officer shall make the determination as to whether the sign has become dilapidated and, also, whether said sign has been restored to good and proper condition. Should the landowner object to the Zoning Officer's determination, then said landowner shall appeal the Zoning Officer's decision to the Zoning Hearing Board within thirty (30) days after receiving notice from the Zoning Officer. Failure of a landowner to either rectify the condition of the sign within thirty (30) days or to appeal the decision of the Zoning Officer to the Zoning Hearing Board within thirty (30) days shall constitute a violation of this chapter.

**§27-2615. Removal of Unpermitted, Unlawful, Unsafe, or Abandoned Signs.**

The following provisions shall apply in all zoning districts:

- a. Unsafe, unlawful, or unpermitted signs.
  - 1. Upon receipt of written notice from New Britain Township, the sign owner or owner of the property where the sign is located shall remove any sign which meets one (1) or more of the following:
    - (a) Becomes unsafe;
    - (b) Is in danger of falling;
    - (c) Becomes deteriorated so that it no longer serves the purpose of communication;
    - (d) Determined to be a nuisance by the Township;
    - (e) Has been unlawfully erected in violation of any of the provisions contained in this Part; or

- (f) Has been erected without application for and/or without the issuance of a sign permit in conformance with the provisions contained in this Part.
  - 2. New Britain Township may remove or cause to be removed, the sign, at the expense of the sign owner or property owner, where such owner has not complied with the terms of the notice. Permanent signs shall be removed or remedied within thirty (30) days of the date of the notice. Temporary signs shall be removed within five (5) business days of the date of the notice. In the event of immediate danger, the Township may remove the sign immediately upon issuance of notice.
- b. Abandoned signs.
- 1. It shall be the responsibility of the owner of any property upon which an abandoned sign is located to remove such sign within thirty (30) days of the sign becoming abandoned as defined in this Part. Removal of an abandoned sign shall include the removal of the entire sign including the sign face, supporting structure, and structural trim.
  - 2. Where the owner of the property on which an abandoned sign is located fails to remove such sign in thirty (30) days, New Britain Township may remove such sign. Any expense directly incurred in the removal of such sign shall be charged to the owner of the property. Where the owner fails to pay, New Britain Township may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.

**§27-2616 Nonconforming Signs.**

- a. Signs legally in existence as of November 21, 2020, which do not conform to the requirements of this chapter, shall be considered nonconforming signs.
- b. Nonconforming signs may be repainted or repaired, the sign copy may be changed, and sign faces may be replaced provided that these actions do not increase the dimensions of the existing sign and do not in any way increase the extent of the sign's nonconformity. A nonconforming sign, however, shall be brought into conformance with the sign regulations of this Part if and when the following occurs:
  - 1. The sign is removed, relocated, or significantly altered. Significant alterations include changes in the size or dimension of the sign or changes to the support structure of the sign.
  - 2. If more than fifty percent (50%) of the sign area is damaged, it shall be repaired to conform to this chapter.
  - 3. An alteration in the structure of a sign support.

4. A change in the mechanical facilities or type of illumination
  5. A change in the material of the sign face.
  6. The property on which the nonconforming sign is located submits a subdivision or land development application requiring municipal review and approval.
  7. The property on which the nonconforming sign is located undergoes a change of land use requiring the issuance of either a use and occupancy permit or a change of use and occupancy permit by the Township.
- c. To request a determination of the legal nonconforming status of existing signs, the requestor shall submit the following information to the Township Zoning Officer:
1. Type(s) of existing sign(s) located on the property.
  2. The area and height of all signs.
  3. For freestanding signs, the distance between the curblin e or shoulder and the nearest portion of the sign.
  4. Type of sign illumination.
  5. The material of which the sign is constructed.
  6. The building frontage.
  7. If the sign in question is an off-premises sign, the applicant shall also submit the plan requirements for such signs as listed in this Part.
- d. A nonconforming sign shall be exempt from being brought into conformance in accordance with the provisions of this Section if it meets one (1) of the following conditions:
1. The nonconforming sign possesses documented historic value.
  2. The nonconforming sign is of a unique nature or type by virtue of its architectural value or design, as determined by the National Park Service, Pennsylvania Historical and Museum Commission, or local historical commission.
  3. When a nonconforming sign is required to be moved because of public right of way improvements.
- e. Nonconforming signs on the premises of legal nonconforming uses.

1. Signs on the premises of legally nonconforming uses (such as an office in a residential area) may remain until the existing nonconforming use of the premises is discontinued.
2. If a sign wears out or is damaged (including rust, faded colors, discoloration, holes, or missing parts or informational items), or is changed for any other reason, the number, size, and area of all signs relating to the premises shall not be increased beyond the characteristics of the sign or signs that existed on that property as of November 21, 2020.

**ARTICLE XLV.            Buffer Yards**

Subsection 27-2802.a.3 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

3. Where a combination of trees and shrubs are being planted, this mixture of plants shall be chosen and planted in such a fashion and density as to provide the required screening of the neighboring properties. The Table below indicates the minimum amount of plant material that is required per linear foot of buffer length. Unless required elsewhere in this chapter, plantings are not required to run parallel or be aligned on property or right-of-way boundaries. At the discretion of the Township, plant material may be sited on any portion of the property for buffer purposes and may be staggered or grouped, if a satisfactory buffer can be achieved in this fashion.

BUFFER WIDTH	PLANTING OPTIONS
Up to and including 25 feet	(a) 1 canopy tree per 60 feet and 1 flowering tree per 40 feet and 1 shrub per 20 feet
More than 25 feet and less than 45 feet	(b) 1 canopy tree per 60 feet and 1 flowering tree per 60 feet and 1 evergreen per 60 feet and 1 shrub per 20 feet
	(c) 1 canopy tree per 60 feet and 1 hedge planted 1 to 5 feet inside the boundary line with plants 3 feet on center
	(d) 1 canopy tree per 50 feet and 1 evergreen per 30 feet and 1 shrub per 20 feet
45 feet or greater	(e) 1 canopy tree per 50 feet and 1 flowering tree per 50 feet and 1 evergreen per 50 feet and 1 shrub per 15 feet
	(f) 1 canopy tree per 100 feet and 1 evergreen per 30 feet and 1 hedge planted 1 to 5 feet inside the boundary line with plants 3 feet on center
	(g) 1 evergreen per 25 feet and 1 shrub per 10 feet
	(h) A berm varying in height from 3 to 5 feet with maximum side slopes of all be 4 horizontal to 1 vertical and 1 flowering or evergreen tree per 20 feet and 1 shrub per 10 feet

**ARTICLE XLVI. Buffer Yards**

Subsection 27-2802.c.2 of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “Koelreuteria paniculata — Golden Rain Tree” from this list of approved flowering trees.

**ARTICLE XLVII. Buffer Yards**

Subsections 27-2802.c.5 and c.6 of Chapter 27, Zoning, of the New Britain Township Code shall be amended by removing “Euonymus alatus - Winged Euonymus” from these lists of approved plants.

**ARTICLE XLVIII. Buffer yards**

Subsection 27-2803 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to add a new subsection g. that shall read as follows:



- g. Buffers created and/or planted in conformance with Chapter 22 of this Code shall be maintained as originally designed and approved. Required buffer vegetation shall not be removed and shall be replaced by the owner of the buffer with like plants if dead, diseased, or severely damaged.

**ARTICLE XLIX.            Parking**

Subsection 27-2902.f of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

- f. Site Plan. Any parking area construction, installation, expansion, and/or improvement involving any new or additional impervious area shall require submission of a site plan to the Township for approval.

**ARTICLE L.                Parking**

Subsection 27-2902 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to add a new subsections g and h which shall read as follows:

- g. Common guest parking areas shall be required at the rate of 0.3 spaces per dwelling unit for B3, B4, B5, and B6 Uses. On-street parking may be counted towards meeting this requirement, and the remainder, if any, shall be provided in an off-street parking lot that meets all of the applicable regulations and requirements set forth in Chapter 22, Subdivision and Land Development, of this Code.
- h. Except for an off-street parking area on a single-family lot or serving a single-family or two-family dwelling, no off-street parking area shall be designed or built to require vehicles exiting the area to back out onto a street.

**ARTICLE LI.                Parking**

Subsection 27-2905.b.3 of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

- 3. Trailer. A vehicle with a length of 10 feet or more that is not self-propelled; that is intended to haul materials, vehicles, goods, gases or liquids; and/or that is intended to be pulled by a tractor (as defined above).

**ARTICLE LII.            Parking**

Subsection 27-2905.e of Chapter 27, Zoning, of the New Britain Township Code is hereby amended to read as follows:

- e. No commercial truck or van with a gross weight exceeding 8,500 pounds or greater than two (2) axles or any tractor or any trailer (as defined by this section) shall be maintained (except emergency repairs), parked, stored, or otherwise kept within or upon a lot, driveway, street, or other location that is within a residential zoning district between the hours of 8:30 p.m. and 9:00 a.m. any day of the week. This prohibition does not apply to a single truck or van parked, stored, or otherwise kept within an enclosed building or garage upon a residential lot.

**ARTICLE LIII.            Attachment 2**

The following portions of Attachment 2 to Chapter 27 of the New Britain Code of Ordinances are hereby amended to read as follows:

LAND USE	CR	WS	SR-1	SR-2	RR	VR	MHP	C-1	C-2	C-3	OP	IN	I	IO
C. INSTITUTIONAL USES														
C4 Group Home	SE	SE	SE	SE	SE	SE	SE	N	N	N	N	SE	N	N
H. RESIDENTIAL ACCESSORY BUILDING, STRUCTURE OR USE														
H16. Short Term Rental	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N

**ARTICLE LIV.            Repealer**

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**ARTICLE LV.            Severability**

If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

**ARTICLE LVI.            Effective Date**

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

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**NEW BRITAIN TOWNSHIP**  
**ZONING AMENDMENT -REZONING**  
**Ordinance No.: 2020-\_\_\_\_\_**

*ENACTED* and *ORDAINED* this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**NEW BRITAIN TOWNSHIP**  
**BOARD OF SUPERVISORS**

\_\_\_\_\_  
William B. Jones, III, Chairman

\_\_\_\_\_  
Helen B. Haun, Vice Chair

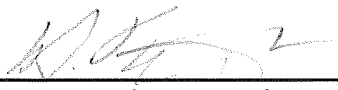
\_\_\_\_\_  
Gregory T. Hood

\_\_\_\_\_  
Cynthia M. Jones

\_\_\_\_\_  
MaryBeth McCabe

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of the proposed New Britain Township 2020 Omnibus Zoning Ordinance Amendment which will be considered for possible adoption by the New Britain Township Board of Supervisors after a public hearing on November 16, 2020.

By:   
\_\_\_\_\_  
H. Peter Nelson, Esquire  
New Britain Township Solicitor



**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

November 4, 2020

File No. 20-10073

Eileen Bradley, Township Manager  
New Britain Township  
207 Park Avenue  
Chalfont, PA 18914

Reference: 1 & 2 Naomi Lane Lot Line Change, Request for Waiver of LD Review 1  
TMP #'s: 26-010-009, 26-010-010 & 26-010-010-001

Dear Eileen:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the Lot Line Change Plan for the above-referenced project. We offer the following comments for consideration by New Britain Township:

I. Submission

- A. Lot Line Change Plan prepared for Mannherz & Tate, as prepared by ACRE Engineers & Land Surveyors, dated September 1, 2020, consisting of 1 sheet.
- B. Land Development Waiver Request Letter as prepared by Stark & Stark Attorneys at Law, dated October 15, 2020.

II. General Information

The Applicant proposes a lot line change involving TMP# 26-010-010 (Allen & Gay Tate) and TMP #26-010-009 (Matthew Mannherz) located on Naomi Lane within the SR2 – Single-Family Residential 2 Zoning District. The two property owners were involved in a settlement that was approved by the Court of Common Pleas over the location of the property line. Therefore, this plan proposes relocating the common property line approximately 9 feet to the west, conveying 2,580 SF (0.06 acres) to TMP #26-010-009. In addition, the plan proposes the consolidation of TMP#'s 26-010-010 (Allen & Gay Tate) with the land-locked parcel to the north, TMP# 26-010-010-001 (Allen & Gay Tate “Water Company Parcel”) resulting in a total parcel area of 1.75 acres. The Applicant is requesting a ‘Waiver of Land Development’ from the Board of Supervisors.

	Mannherz (26-010-009)	Tate (26-010-010)	Tate (26-010-010-001)
Existing Lot Area	0.941 Acres	1.268 Acres	0.425 Acres
Proposed Lot Area	0.882 Acres	1.752 Acres	To be merged with 26-010-010

III. Review Comments

A. Zoning Ordinance

We have identified the following issues with the proposed plan in regards to the requirements and provisions of the current New Britain Township Zoning Ordinance:

1. §27-802.b. – The lot area and lot width of TMP #26-010-009 are existing non-conformities. The plan proposes to reduce the lot area of TMP #26-010-009 from 41,010 square feet to 38,430 square feet where a minimum of 2 acres is required. In addition, the plan proposes to reduce the lot width of the parcel from 185 feet to 175 feet where a minimum of 200 feet is required.
2. §27-802.b. – The maximum permitted impervious surface ratio percentage for an individual lot with a B-1 Use in the SR-2 District is 25%. The Site Data Table shall be revised.
3. §27-802.b. – The rear yard setback for 2 Naomi Lane (Tate) shall be dimensioned.
4. §27-2301 – The Applicant shall register all non-conformities with the Township prior to recording of the final plan. All non-conformities shall be marked with an asterisk indicating the existing non-conformity. We have identified the following existing non-conformities:
  - a. The existing and proposed areas for each parcel are non-conforming with respect to the minimum lot area and minimum lot width. The Lot Line Change will decrease the extent of the area and lot width non-conformities on TMP# 26-010-010 and increase the extent of the area and lot width non-conformities on TMP# 26-010-009 as noted above.
  - b. The existing dwelling on TMP# 26-010-009 is non-conforming with respect to the rear yard setback.

B. Subdivision and Land Development Ordinance

Due to the application being a request for a Waiver of Land Development and that no physical improvements are proposed, our office has not completed a review of the Subdivision and Land Development Ordinance. We note however, that the Township Planning Commission signature block can be removed and sufficient white space shall be reserved for the notary seal to prevent text conflicts and potential delays in recording.

We recommend the above comments be addressed and the plans revised prior to the Record Plans being generated. If you have any questions regarding the above, please contact this office.

Sincerely,



Janene Marchand, P.E.  
Project Engineer  
Gilmore & Associates, Inc.

JM/tw/sl

cc: Kelsey Harris, Zoning Officer  
Peter Nelson, Esq., Grim, Biehn, & Thatcher  
Jonathan J. Tabas, P.E., P.L.S., ACRE Engineers & Land Surveyors, AcreSurvey@hotmail.com  
Eric S. Goldberg, Esq., Stark & Stark, egoldberg@stark-stark.com  
Allen & Gay Tate (2 Naomi Lane), Applicant  
Mark S. Cappuccio, Esq., Eastburn and Gray, PC, mcappuccio@eastburngray.com  
Matthew Mannhernz (1 Naomi Lane), Owner  
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.



October 30, 2020

File No.: 17-04054

Eileen Bradley, Township Manager  
New Britain Township  
207 Park Avenue  
Chalfont, PA 18914

Reference: NBT Contract #2020-01 Culvert and Bridge Repairs  
Bid Award Recommendation

Dear Eileen:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the six (6) bids submitted for the above referenced project. A copy of the complete bid tabulation has been attached for your review.

Upon examination, we have determined that Bi-State Construction Co., Inc. is the lowest responsible and responsive bidder for the project. All the required bid documents were properly completed and a Bid Bond was included in the amount of 10% of the bid. Bi-State Construction Co., Inc. has bid on, and been selected for, several bridge and culvert projects in the past dating back to the 1980's. Gilmore & Associates, Inc. have found the company to generally be a good fit for bridge, culvert and roadway/highway work.

As such, we recommend that the contract for the NBT 2020 Culvert and Bridge Repairs be awarded to **Bi-State Construction Co., Inc.** for all items included in the Base and Alternate Bids in the amount of **\$85,666.00**.

If you have any questions regarding the above, please contact this office.

Sincerely,

Janene Marchand P.E.  
Project Engineer  
Gilmore & Associates, Inc.

JM/tw

Enclosure: As referenced

cc: Michael Walsh, New Britain Township  
Craig D. Kennard, P.E., Chief Operating Officer, Gilmore & Associates, Inc.

**G GILMORE & ASSOCIATES, INC.**  
**&A BID TABULATION**

CLIENT: New Britain Township  
PROJECT NAME: 2020 Culvert and Bridge Repairs  
PROJECT NUMBER: 17-04054  
PROJECT BID DATE: 10/27/2020

Bi-State Construction Co., Inc 1500 Uhler Road, Suite 102 Easton, PA 18064 610-258-0811	Professional Construction Contractors, Inc 4220 Myriah Court Bethlehem, PA 18020 610-849-2500	CMR Construction, Inc P.O. Box 1186 Easton, PA 18044 570-592-4351
<b>UNIT PRICE</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>

#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>Walters Road Culvert Repairs (Base Bid)</b>								
1	Erosion and Sediment Controls	1 LS	\$625.00	\$625.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
2	Removal of Traffic Controls after Construction	1 LS	\$375.00	\$375.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
3	Unforeseen Project Water Pollution Controls	1 LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
4	Clearing and Grubbing	1 LS	\$1,530.00	\$1,530.00	\$500.00	\$500.00	\$4,500.00	\$4,500.00
5	Unclassified Excavation	30 CY	\$49.00	\$1,470.00	\$100.00	\$3,000.00	\$125.00	\$3,750.00
6	Cleaning Existing Ditches and Excavation	145 LF	\$11.00	\$1,595.00	\$42.00	\$6,090.00	\$17.00	\$2,465.00
7	Select Borrow Excavation, Coarse Aggregate No. 3A	40 CY	\$57.00	\$2,280.00	\$50.00	\$2,000.00	\$90.00	\$3,600.00
8	Milling of Asphalt Pavement Surface, 1.5" Depth	107 SY	\$11.00	\$1,177.00	\$35.20	\$3,766.40	\$26.00	\$2,782.00
9	7" 25mm Superpave Base Course, PG64-22, HMA, 3 to <10M ESALs	83 SY	\$84.00	\$6,972.00	\$97.35	\$8,080.05	\$98.00	\$8,134.00
10	1.5" 9.5mm Superpave Wearing Course, PG64-22, HMA, 3 to <10M ESALs	107 SY	\$39.00	\$4,173.00	\$39.60	\$4,237.20	\$42.00	\$4,494.00
11	Bituminous Tack Coat	107 SY	\$1.00	\$107.00	\$8.80	\$941.60	\$10.00	\$1,070.00
12	3" 25mm Superpave Base Course - Slope Stabilization	50 SY	\$36.00	\$1,800.00	\$63.80	\$3,190.00	\$51.00	\$2,550.00
13	Geotextile, Class 4, Type A	136 SY	\$4.00	\$544.00	\$10.00	\$1,360.00	\$10.00	\$1,360.00
14	Rock, Class R-3	35 CY	\$65.00	\$2,275.00	\$70.00	\$2,450.00	\$83.00	\$2,905.00
15	Rock, Class R-4	35 CY	\$65.00	\$2,275.00	\$70.00	\$2,450.00	\$83.00	\$2,905.00
16	Mobilization	1 LS	\$3,000.00	\$3,000.00	\$8,800.00	\$8,800.00	\$7,500.00	\$7,500.00
17	Remove and Rest Guide Rail	1 LS	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00
18	Topsoil, Seed and Mulch	20 SY	\$78.00	\$1,560.00	\$50.00	\$1,000.00	\$46.00	\$920.00
19	Left Clearance Marker Sign	1 EA	\$300.00	\$300.00	\$500.00	\$500.00	\$450.00	\$450.00
20	Reset Right & Left Clearance Marker Sign	2 EA	\$56.00	\$112.00	\$500.00	\$1,000.00	\$190.00	\$380.00
<b>Sellersville Road Culvert Repairs (Base Bid)</b>								
21	Erosion and Sediment Controls	1 LS	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
22	Maintenance & Protection of Traffic During Construction	1 LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
23	Unforeseen Project Water Pollution Controls	1 LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
24	Unclassified Excavation	9 CY	\$82.00	\$738.00	\$100.00	\$900.00	\$98.00	\$882.00
25	Select Borrow Excavation, Coarse Aggregate No. 3A	8 CY	\$102.00	\$816.00	\$100.00	\$800.00	\$170.00	\$1,360.00
26	Milling of Asphalt Pavement Surface, 1.5" Depth	7 SY	\$200.00	\$1,400.00	\$203.50	\$1,424.50	\$290.00	\$2,030.00
27	7" 25mm Superpave Base Course, PG64-22, HMA, 3 to <10M ESALs	10 SY	\$154.00	\$1,540.00	\$303.60	\$3,036.00	\$145.00	\$1,450.00
28	1.5" 9.5mm Superpave Wearing Course, PG64-22, HMA, 3 to <10M ESALs	17 SY	\$68.00	\$1,156.00	\$150.70	\$2,561.90	\$74.00	\$1,258.00
29	Bituminous Tack Coat	17 SY	\$4.00	\$68.00	\$27.59	\$469.03	\$10.00	\$170.00
30	3" 25mm Superpave Base Course - Slope Stabilization	17 SY	\$148.00	\$2,516.00	\$152.90	\$2,599.30	\$105.00	\$1,785.00
31	Foreign Borrow Excavation	7 CY	\$119.00	\$833.00	\$100.00	\$700.00	\$142.00	\$994.00
32	Mobilization	1 LS	\$1,600.00	\$1,600.00	\$7,500.00	\$7,500.00	\$6,100.00	\$6,100.00
33	Remove and Reset Guide Rail	1 LS	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
34	Erosion Control Matting, SC-150	5 SY	\$64.00	\$320.00	\$20.00	\$100.00	\$83.00	\$415.00
35	Topsoil, Seed and Mulch	20 SY	\$55.00	\$1,100.00	\$50.00	\$1,000.00	\$46.00	\$920.00
36	Live Stakes	15 EA	\$58.00	\$870.00	\$55.00	\$825.00	\$62.00	\$930.00
<b>Alternate 1 - Upper Church Road Repair</b>								
37	Erosion and Sediment Controls	1 LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$550.00	\$550.00
38	Maintenance & Protection of Traffic During Construction	1 LS	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
39	Unforeseen Project Water Pollution Controls	1 LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
40	Unclassified Excavation	8 CY	\$93.00	\$744.00	\$100.00	\$800.00	\$118.00	\$944.00
41	Mobilization	1 LS	\$1,600.00	\$1,600.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00
42	Rock, Class R-3	6 CY	\$128.00	\$768.00	\$70.00	\$420.00	\$220.00	\$1,320.00
43	Rock, Class R-4	6 CY	\$128.00	\$768.00	\$70.00	\$420.00	\$220.00	\$1,320.00
44	Remove and Reset Guide Rail	1 LS	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
45	Fix or Replace Geotextile Fabric, Non-Woven	21 SY	\$27.00	\$567.00	\$25.00	\$525.00	\$18.00	\$378.00
46	Erosion Control Matting, SC-150	16 SY	\$31.00	\$496.00	\$10.00	\$160.00	\$52.00	\$832.00
47	Topsoil, Seed and Mulch	16 SY	\$81.00	\$1,296.00	\$50.00	\$800.00	\$64.00	\$1,024.00
<b>Alternate 2 - Walters Road Gravel Bar Removal</b>								
48	Erosion and Sediment Controls	1 LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
49	Unclassified Excavation - Gravel Bar Removal	20 CY	\$130.00	\$2,600.00	\$400.00	\$8,000.00	\$220.00	\$4,400.00
<b>Alternate 3 - Sellersville Road Gravel Bar Removal</b>								
50	Erosion and Sediment Controls	1 LS	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
51	Unclassified Excavation - Gravel Bar Removal	10 CY	\$130.00	\$1,300.00	\$800.00	\$8,000.00	\$220.00	\$2,200.00
<b>Alternate 4 - Upper Church Road Gravel Bar Removal</b>								
52	Erosion and Sediment Controls	1 LS	\$3,700.00	\$3,700.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
53	Unclassified Excavation - Gravel Bar Removal	10 CY	\$130.00	\$1,300.00	\$400.00	\$4,000.00	\$220.00	\$2,200.00

Total Base Bid	\$55,727.00	\$88,780.98	\$95,059.00
Alternate 1	\$12,039.00	\$14,625.00	\$22,868.00
Alternate 2	\$7,600.00	\$9,500.00	\$5,400.00
Alternate 3	\$5,300.00	\$9,500.00	\$4,000.00
Alternate 4	\$5,000.00	\$5,500.00	\$4,000.00
Base Bid Plus Alternates 1, 2, 3 & 4	<b>\$85,666.00</b>	<b>\$127,905.98</b>	<b>\$131,327.00</b>



**G GILMORE & ASSOCIATES, INC.**  
**&A BID TABULATION**

CLIENT: New Britain Township  
 PROJECT NAME: 2020 Culvert and Bridge Repairs  
 PROJECT NUMBER: 17-04054  
 PROJECT BID DATE: 10/27/2020

CriLion Corp. 279 Industrial Park Road Somerset, PA 15501 814-444-6910	Isidore Constrution Co 66 Sellersville Road Chalfont, PA 18914 215-716-3638	DOLI Construction Corp 120 Independence Lane Chalfont, PA 18914 215-997-8026
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#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
<b>Walters Road Culvert Repairs (Base Bid)</b>											
1	Erosion and Sediment Controls	1	LS	\$468.05	\$468.05	\$2,779.00	\$2,779.00	\$50.00	\$50.00		
2	Removal of Traffic Controls after Construction	1	LS	\$624.70	\$624.70	\$3,091.00	\$3,091.00	\$200.00	\$200.00		
3	Unforeseen Project Water Pollution Controls	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		
4	Clearing and Grubbing	1	LS	\$1,181.12	\$1,181.12	\$1,958.00	\$1,958.00	\$1.00	\$1.00		
5	Unclassified Excavation	30	CY	\$154.08	\$4,622.40	\$77.00	\$2,310.00	\$15.00	\$450.00		
6	Cleaning Existing Ditches and Excavation	145	LF	\$6.38	\$925.10	\$28.58	\$4,144.10	\$45.00	\$6,525.00		
7	Select Borrow Excavation, Coarse Aggregate No. 3A	40	CY	\$92.69	\$3,707.60	\$131.40	\$5,256.00	\$85.00	\$3,400.00		
8	Milling of Asphalt Pavement Surface, 1.5" Depth	107	SY	\$22.52	\$2,409.64	\$37.56	\$4,018.92	\$2.00	\$214.00		
9	7" 25mm Superpave Base Course, PG64-22, HMA, 3 to <10M ESALs	83	SY	\$93.25	\$7,739.75	\$88.91	\$7,379.53	\$105.00	\$8,715.00		
10	1.5" 9.5mm Superpave Wearing Course, PG64-22, HMA, 3 to <10M ESALs	107	SY	\$31.92	\$3,415.44	\$44.53	\$4,764.71	\$20.00	\$2,140.00		
11	Bituminous Tack Coat	107	SY	\$4.84	\$517.88	\$11.40	\$1,219.80	\$1.00	\$107.00		
12	3" 25mm Superpave Base Course - Slope Stabilization	50	SY	\$81.59	\$4,079.50	\$102.87	\$5,143.50	\$40.00	\$2,000.00		
13	Geotextile, Class 4, Type A	136	SY	\$3.28	\$446.08	\$5.67	\$771.12	\$5.00	\$680.00		
14	Rock, Class R-3	35	CY	\$168.64	\$5,902.40	\$146.04	\$5,111.40	\$150.00	\$5,250.00		
15	Rock, Class R-4	35	CY	\$114.65	\$4,012.75	\$116.90	\$4,091.50	\$150.00	\$5,250.00		
16	Mobilization	1	LS	\$3,090.43	\$3,090.43	\$7,851.00	\$7,851.00	\$14,000.00	\$14,000.00		
17	Remove and Rest Guide Rail	1	LS	\$7,184.03	\$7,184.03	\$4,354.00	\$4,354.00	\$1,500.00	\$1,500.00		
18	Topsoil, Seed and Mulch	20	SY	\$43.73	\$874.60	\$67.60	\$1,352.00	\$20.00	\$400.00		
19	Left Clearance Marker Sign	1	EA	\$562.23	\$562.23	\$684.11	\$684.11	\$50.00	\$50.00		
20	Reset Right & Left Clearance Marker Sign	2	EA	\$237.39	\$474.78	\$526.52	\$1,053.04	\$25.00	\$50.00		
<b>Sellersville Road Culvert Repairs (Base Bid)</b>											
21	Erosion and Sediment Controls	1	LS	\$234.03	\$234.03	\$2,779.00	\$2,779.00	\$50.00	\$50.00		
22	Maintenance & Protection of Traffic During Construction	1	LS	\$3,998.07	\$3,998.07	\$4,513.00	\$4,513.00	\$3,000.00	\$3,000.00		
23	Unforeseen Project Water Pollution Controls	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		
24	Unclassified Excavation	9	CY	\$123.48	\$1,111.32	\$217.62	\$1,958.58	\$25.00	\$225.00		
25	Select Borrow Excavation, Coarse Aggregate No. 3A	8	CY	\$168.81	\$1,350.48	\$326.41	\$2,611.28	\$105.00	\$840.00		
26	Milling of Asphalt Pavement Surface, 1.5" Depth	7	SY	\$45.68	\$319.76	\$543.11	\$3,801.77	\$2.00	\$14.00		
27	7" 25mm Superpave Base Course, PG64-22, HMA, 3 to <10M ESALs	10	SY	\$297.25	\$2,972.50	\$277.53	\$2,775.30	\$150.00	\$1,500.00		
28	1.5" 9.5mm Superpave Wearing Course, PG64-22, HMA, 3 to <10M ESALs	17	SY	\$198.35	\$3,371.95	\$127.65	\$2,170.05	\$30.00	\$510.00		
29	Bituminous Tack Coat	17	SY	\$30.44	\$517.48	\$105.20	\$1,788.40	\$1.00	\$17.00		
30	3" 25mm Superpave Base Course - Slope Stabilization	17	SY	\$201.32	\$3,422.44	\$168.57	\$2,865.69	\$65.00	\$1,105.00		
31	Foreign Borrow Excavation	7	CY	\$118.68	\$830.76	\$90.90	\$636.30	\$35.00	\$245.00		
32	Mobilization	1	LS	\$2,653.14	\$2,653.14	\$1,022.00	\$1,022.00	\$13,000.00	\$13,000.00		
33	Remove and Reset Guide Rail	1	LS	\$7,946.17	\$7,946.17	\$321.30	\$321.30	\$1,000.00	\$1,000.00		
34	Erosion Control Matting, SC-150	5	SY	\$10.49	\$52.45	\$1,691.00	\$8,455.00	\$5.00	\$25.00		
35	Topsoil, Seed and Mulch	20	SY	\$43.73	\$874.60	\$81.91	\$1,638.20	\$20.00	\$400.00		
36	Live Stakes	15	EA	\$81.21	\$1,218.15	\$103.61	\$1,554.15	\$15.00	\$225.00		
<b>Alternate 1 - Upper Church Road Repair</b>											
37	Erosion and Sediment Controls	1	LS	\$460.86	\$460.86	\$2,770.00	\$2,770.00	\$50.00	\$50.00		
38	Maintenance & Protection of Traffic During Construction	1	LS	\$1,561.75	\$1,561.75	\$4,513.00	\$4,513.00	\$1,000.00	\$1,000.00		
39	Unforeseen Project Water Pollution Controls	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		
40	Unclassified Excavation	8	CY	\$161.78	\$1,294.24	\$244.82	\$1,958.56	\$35.00	\$280.00		
41	Mobilization	1	LS	\$265.14	\$265.14	\$2,330.00	\$2,330.00	\$8,500.00	\$8,500.00		
42	Rock, Class R-3	6	CY	\$324.11	\$1,944.66	\$374.20	\$2,245.20	\$125.00	\$750.00		
43	Rock, Class R-4	6	CY	\$289.03	\$1,734.18	\$368.52	\$2,211.12	\$125.00	\$750.00		
44	Remove and Reset Guide Rail	1	LS	\$7,946.17	\$7,946.17	\$2,170.00	\$2,170.00	\$1.00	\$1.00		
45	Fix or Repalce Geotextile Fabric, Non-Woven	21	SY	\$20.03	\$420.63	\$23.40	\$491.40	\$5.00	\$105.00		
46	Erosion Control Matting, SC-150	16	SY	\$4.08	\$65.28	\$84.14	\$1,346.24	\$15.00	\$240.00		
47	Topsoil, Seed and Mulch	16	SY	\$43.73	\$699.68	\$115.04	\$1,840.64	\$25.00	\$400.00		
<b>Alternate 2 - Walters Road Gravel Bar Removal</b>											
48	Erosion and Sediment Controls	1	LS	\$6,851.39	\$6,851.39	\$2,865.63	\$2,865.63	\$300.00	\$300.00		
49	Unclassified Excavation - Gravel Bar Removal	20	CY	\$247.43	\$4,948.60	\$139.09	\$2,781.80	\$150.00	\$3,000.00		
<b>Alternate 3 - Sellersville Road Gravel Bar Removal</b>											
50	Erosion and Sediment Controls	1	LS	\$4,654.95	\$4,654.95	\$1,023.00	\$1,023.00	\$3,500.00	\$3,500.00		
51	Unclassified Excavation - Gravel Bar Removal	10	CY	\$317.52	\$3,175.20	\$132.14	\$1,321.40	\$5,500.00	\$55,000.00		
<b>Alternate 4 - Upper Church Road Gravel Bar Removal</b>											
52	Erosion and Sediment Controls	1	LS	\$4,654.95	\$4,654.95	\$2,325.00	\$2,325.00	\$300.00	\$300.00		
53	Unclassified Excavation - Gravel Bar Removal	10	CY	\$369.79	\$3,697.90	\$140.00	\$1,400.00	\$600.00	\$6,000.00		

Total Base Bid	\$89,111.78	\$112,222.75	\$79,138.00
Alternate 1	\$19,392.59	\$24,876.16	\$15,076.00
Alternate 2	\$11,799.99	\$5,647.43	\$3,300.00
Alternate 3	\$7,830.15	\$2,344.40	\$58,500.00
Alternate 4	\$8,352.85	\$3,725.00	\$6,300.00
Base Bid Plus Alternates 1, 2, 3 & 4	<b>\$136,487.36</b>	<b>\$148,815.74</b>	<b>\$162,314.00</b>

### **Consent Agenda Items for the Next Meeting (11/16/20)**

1. Erik and Gwendolyn Sims, 106 Stone Creek Lane, TMP #26-004-017-004, have executed a Professional Services Agreement for construction of a swimming pool, with corresponding legal and engineering escrow of \$5,000.00.
2. Paul and Carole Bizon have executed a Professional Services Agreement for construction of a single-family home on Creek Road, TMP #26-011-027, with corresponding legal and engineering escrow of \$5,000.00.
3. George Kiriakidi of Prime Custom Builders, LLC has executed a Professional Services Agreement for subdivision and land development of a parcel of land located on Dolly Lane, TMP #26-010-004-001, with corresponding legal and engineering escrow of \$2,500.00.

**NEW BRITAIN TOWNSHIP**  
**PROFESSIONAL SERVICES AGREEMENT**  
(PERMITS)

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as the “**Township**”) and **Erik and Gwendolyn Sims**, of **106 Stone Creek Lane** (hereinafter referred to as “**Developer**”).

**W I T N E S S E T H:**

**WHEREAS**, Developer is the applicant for zoning, building, and/or use & occupancy permits concerning certain real estate located at **106 Stone Creek Lane**, also known as Bucks County Tax Map Parcel No(s). **26-004-017-004** (hereinafter referred to as the “**Property**”); and

**WHEREAS**, Developer has presented to the Township plans for the use, development, improvement, construction, and/or occupancy of the Property or structures located thereon (hereinafter referred to as the “**Project**”) in conjunction with the application for this/these permit(s) from the Township (hereinafter referred to as the “**Plans**”), which Plans are hereby incorporated by reference and made a part hereof; and

**WHEREAS**, Developer has requested and/or requires the Township’s review and/or approval of the Plans in conjunction with the permit application(s); and

**WHEREAS**, in conjunction with the Project, Developer needs to execute Township forms and documents required by the Township’s review and/or approval of the Plans and/or permit application(s); and

**WHEREAS**, Developer has requested and/or requires the Township’s inspection and/or approval of the work undertaken on the Property in conjunction with the requested permit(s); and

**WHEREAS**, the Township is willing to authorize its professional staff to undertake such review, preparation, inspection, and/or approval upon execution of this Agreement and the deposit of escrow funds in accordance with the current New Britain Township Fee Schedule.

**NOW, THEREFORE**, the parties agree as follows:

1. Developer and the Township hereby authorize and direct the Township's consulting engineer or his/her designee(s) (hereinafter referred to as "**Engineer**") to review the Plans and to make such recommendations and specifications as may be necessary with respect to such Plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.

2. Developer and the Township acknowledge that the Township will incur additional engineering, legal, and other costs and fees relating to the review, approval, and inspection of the Plans and Project.

3. Developer shall pay: (a) any and all engineering charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Engineer; (b) any and all charges and fees for the inspection, monitoring, and/or testing concerning the Project performed in order to insure compliance with all applicable ordinances of the Township or other applicable rules, regulations and statutes; (c) any and all legal charges and fees for the review and/or preparation of any and all plans, documents, correspondence, or other materials and matters or issues related to the Plans and/or Project by the Township Solicitor; and (d) a monthly administrative charge of 10% of billed expenses that are incurred by the Township by reason of this Contract. All charges and fees shall be paid by Developer as required by the Township and

in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

4. Developer hereby agrees to establish an Escrow Account with the Township by depositing with the Township the sum of **Five Thousand Dollars (\$5,000.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs, expenses, charges, and fees as set forth in Paragraph 3 above. This Escrow Account shall be established concurrently with the execution of this Agreement and shall be held in a non-interest-bearing account by the Township.

5. In the event that the balance of the Escrow Account falls below 50% of the original deposit amount, Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the Account to its original balance. In the event that this replenishment is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to replenishing the Escrow Account to its original balance. The Township will use its best efforts to advise Developer of the impending likelihood that its costs have exceeded the required Escrow Account balance described above.

6. Developer and the Township agree that upon completion or cancellation of the Project, all unused portions of the Escrow Account shall be returned to Developer upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

7. In the event Developer fails to provide sufficient funds for the Escrow Account as required under this Agreement upon fifteen (15) days written notice to Developer or fails make the initial deposit payment described above within five (5) days of the date of this Agreement,

Developer shall be in default of this Agreement.

8. In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

9. Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement, or construction of the buildings as proposed on the Plan or for the Project. Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.

10. Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the Project and/or Plan. Developer shall be liable to the Township for its costs and expenses incurred to the date and time of the Township's receipt of this cancellation notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

11. Developer and the Township further agree that the Township shall have the right and privilege to sue Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds in the Escrow Account incurred by the Township and payable by Developer under this Agreement. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

12. Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services.

13. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Professional Services Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

**FOR NEW BRITAIN TOWNSHIP:**

\_\_\_\_\_  
Eileen Bradley, Township Manager

**FOR APPLICANT:**

\_\_\_\_\_  
\_\_\_\_\_  
(Applicant - Print Name)

By:  
(Applicant - Signature(s))

\_\_\_\_\_  
\_\_\_\_\_  
(Applicant - Print Name)

By:  
(Applicant - Signature(s))

**NEW BRITAIN TOWNSHIP**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and Paul and Carole Bizon of 210 W. Fairwood Drive, Chalfont, PA 18914 (hereafter referred to as “**Developer**”).

**W I T N E S S E T H:**

**WHEREAS**, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-011-027, located on Creek Road and

**WHEREAS**, the Developer has presented to the Township plans for subdivision and land development, building development or other plans for the use of their land to the Township, or has applied for a building permit to the Township;

**WHEREAS**, the Developer has filed with the Township such plans and has requested approval for permits to build or requested approval of any such plans to make use of its property, which plans are hereby incorporated by reference and made a part hereof;

**WHEREAS**, the Developer has requested and/or requires the Township approval and/or review of its proposed plans, and the Township is willing to authorize its professional staff to review said plans upon execution of the Agreement and upon deposit of an escrow account according to the current New Britain Township Fee Schedule.

**NOW, THEREFORE**, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township’s consulting engineer or his designee(s) (hereinafter referred to as “**Engineer**”) to review the engineering or site plans and to make such recommendations and specifications as may be



necessary with respect to such plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.

2. The Developer and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer's proposed plan or project.

3. The Developer shall pay: (a) the Engineer's charges and fees for review of and/or preparation of any Plans or development proposals and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable ordinances of the Township or other rules, regulations and statutes; (b) legal fees for review by the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer's Plan or proposal; and (c) a monthly charge of 10% of billed expenses that are incurred by the Township by reason of this Contract.

All charges and fees shall be paid by the Developer as required by the Township and in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

4. The Developer hereby agrees to deposit with the Township the sum of **Five Thousand Dollars (\$5,000.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original

balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

(\*Per Resolution No. 2019-12, as amended or modified from time to time.)

5. Developer and Township acknowledge that Section 902 of the New Britain Township Subdivision and Land Development Ordinance requires Developer to pay Township's professional services relating to this plan or project and in the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement and in violation of said Section of the Subdivision and Land Development Ordinance if Developer's plan or proposal constitutes a subdivision or land development as defined by the Municipalities Planning Code.

In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

6. The Developer and the Township further agree that all fees or costs arising out of

this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Developer's final Plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.

7. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the development as set forth on the Plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such

Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

10. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:

**ATTEST:**

\_\_\_\_\_  
Eileen Bradley, Township Manager

\_\_\_\_\_  
(Applicant - Print Name) By: \_\_\_\_\_  
(Applicant - Signature(s))

\_\_\_\_\_  
(Applicant - Print Name) By: \_\_\_\_\_  
(Applicant - Signature(s))

**NEW BRITAIN TOWNSHIP**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by and between **NEW BRITAIN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 207 Park Avenue, Chalfont, PA 18914 (hereinafter referred to as “**Township**”) and **George Kiriakidi, Prime Custom Builders, LLC, 350 S. Main Street Suite 307, Doylestown PA 18901** (hereafter referred to as “**Developer**”).

**W I T N E S S E T H:**

**WHEREAS**, the Developer is the applicant for Subdivision and/or Land Development of certain real estate bearing Bucks County Tax Map Parcel No. 26-010-004-001, located on Dolly Lane and

**WHEREAS**, the Developer has presented to the Township plans for subdivision and land development, building development or other plans for the use of their land to the Township, or has applied for a building permit to the Township;

**WHEREAS**, the Developer has filed with the Township such plans and has requested approval for permits to build or requested approval of any such plans to make use of its property, which plans are hereby incorporated by reference and made a part hereof;

**WHEREAS**, the Developer has requested and/or requires the Township approval and/or review of its proposed plans, and the Township is willing to authorize its professional staff to review said plans upon execution of the Agreement and upon deposit of an escrow account according to the current New Britain Township Fee Schedule.

**NOW, THEREFORE**, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township’s consulting engineer or his designee(s) (hereinafter referred to as “**Engineer**”) to review the engineering or site plans and to make such recommendations and specifications as may be

necessary with respect to such plans and to make any and all engineering inspections as required by the Township pursuant to its ordinances or codes which in the Engineer's opinion are required in accordance with good engineering practices.

2. The Developer and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer's proposed plan or project.

3. The Developer shall pay: (a) the Engineer's charges and fees for review of and/or preparation of any Plans or development proposals and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable ordinances of the Township or other rules, regulations and statutes; (b) legal fees for review by the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer's Plan or proposal; and (c) a monthly charge of 10% of billed expenses that are incurred by the Township by reason of this Contract.

All charges and fees shall be paid by the Developer as required by the Township and in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

4. The Developer hereby agrees to deposit with the Township the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original

balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

(\*Per Resolution No. 2019-12, as amended or modified from time to time.)

5. Developer and Township acknowledge that Section 902 of the New Britain Township Subdivision and Land Development Ordinance requires Developer to pay Township's professional services relating to this plan or project and in the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement and in violation of said Section of the Subdivision and Land Development Ordinance if Developer's plan or proposal constitutes a subdivision or land development as defined by the Municipalities Planning Code.

In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

6. The Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the

use, improvement or construction of the buildings as proposed on the Developer's final Plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested Occupancy Permit have been paid and Developer is not in default under this Agreement.

7. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the development as set forth on the Plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.



10. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR NEW BRITAIN TOWNSHIP:

**ATTEST:**

\_\_\_\_\_  
Eileen Bradley, Township Manager

\_\_\_\_\_  
(Applicant - Print Name)

By: \_\_\_\_\_  
(Applicant - Signature(s))

\_\_\_\_\_  
(Applicant - Print Name)

By: \_\_\_\_\_  
(Applicant - Signature(s))

COMPLETED BY THE TOWNSHIP

APPLICATION # \_\_\_\_\_

DATE FILED 10/23/2020

FEE PAID 800.00

CASH # 800-00

REC: 10149

It is the applicant's responsibility to complete all pertinent sections of this form. Please contact the Zoning Officer prior to submittal if you need any assistance.

APPLICATION/APEAL TO ZONING HEARING BOARD  
NEW BRITAIN TOWNSHIP  
207 PARK AVENUE  
CHALFONT, PA 18914  
PHONE 215-822-1391 FAX 215-822-6051

1. Date: 10/22/2020
2. Classification of Application/Appeal (Check one or more if applicable):
  - A. Request for Variance
  - B. Request for Special Exception
  - C. Other \_\_\_\_\_
3. Applicant:
  - (a) Name: Anthony McElroy
  - (b) Mailing address: 300 Pheasant Run Dr  
Doylestown PA 18901
  - (c) Telephone number: 267-247-6970
  - (d) State whether owner of legal title, owner of equitable title, or tenant with the permission of owner of legal title: owner of legal title

\* Proof of title to the property affected must be available to the Zoning Hearing Board at all hearings.

4. Applicant's attorney, if applicable:
  - (a) Name: \_\_\_\_\_
  - (b) Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
  - (c) Telephone number: \_\_\_\_\_
  - (d) Email Address: \_\_\_\_\_

5. Property:

(a) Present Zoning Use Classification: Residential

b) Tax Parcel Number: 26-028-057

(c) Location (With reference to nearby intersections or prominent features):  
(corner) Pleasant Run Dr & Pueblo Rd

6. Proposed use of property/construction: Residential

7. Cite specific section(s) of Zoning Ordinance from which relief is being requested:  
Shed distance from House

8. Has any previous application/appeal been filed concerning the subject of this appeal? NO  
If yes, specify: \_\_\_\_\_

9. Signs: If appeal is for a commercial use, will a variance for a sign be necessary? NO  
If yes, specify: \_\_\_\_\_

10. List names and addresses of all property owners whose properties are within 500 feet of the property in question. (Supplemental sheets of the same size may be attached)  
Supplemental sheets

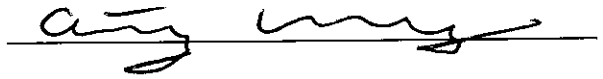
I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

[Signature]  
Signature of Applicant

[Signature]  
Signature of Applicant

Commonwealth of Pennsylvania } SS.  
County of Montgomery

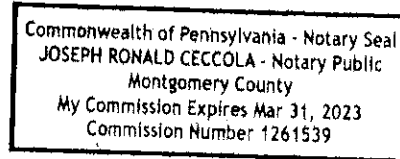
Anthony McElroy, being duly sworn, according to law, deposes and says that he is the above-named Applicant; that he is authorized to, and does, take this Affidavit on behalf of the Owner, and that the foregoing facts are true and correct.



Sworn to and described before me  
This 22 day of October

Joseph Ronald Ceccola  
Notary Public

My Commission expires: 03/31/2023



**The Zoning Hearing Board functions are as follows:**

To hear and decide appeals from a decision or determination of any administrative official in the enforcement of the Zoning Ordinance and its amendments. Such appeals must be made within 30 days after the date of the decision.

To hear and decide Special Exceptions to the terms of the Zoning Ordinance and its amendments as specifically set forth and permitted by the ordinance(s).

To authorize, upon application/appeal, in specific cases, such variance from the terms of the Zoning Ordinance and its amendments, as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Ordinance will result in unnecessary hardship and so that the spirit of the Ordinance will be observed and substantial justice done. The burden of proof of the "unnecessary hardship" as defined by the courts shall rest on the applicant. The circumstances must be unique and applicable to the applicant's particular property and no other. The possibility of the applicant's earning a greater financial return if a variance were granted does not in itself constitute sufficient reason for such a variance.

**Instructions:**

- (1) For 2(A) or (B), one (1) copy of the plan (if size 8 1/2" x 11") or eight (8) copies (if larger than size 8 1/2" x 11") must be attached to the appeal. The plan should be prepared by a professional engineer or surveyor, but the Board will accept any plan which is complete and accurate, provided that if not prepared by a professional engineer or surveyor, the person who prepared the plan must be prepared to state under oath at the formal hearing that the plan is complete and accurate. The plan must contain all information relevant to the appeal, including but not limited to, the following: the property related to a street, the dimensions and area of the lot, the dimensions and location of existing buildings or improvements, the dimensions and locations of proposed uses, buildings or improvements.
- (2) An application fee must accompany this Application/Appeal and is not returnable once it is accepted.

Residential Application Fee	\$800.00
Request for Continuance Fee	\$200.00*

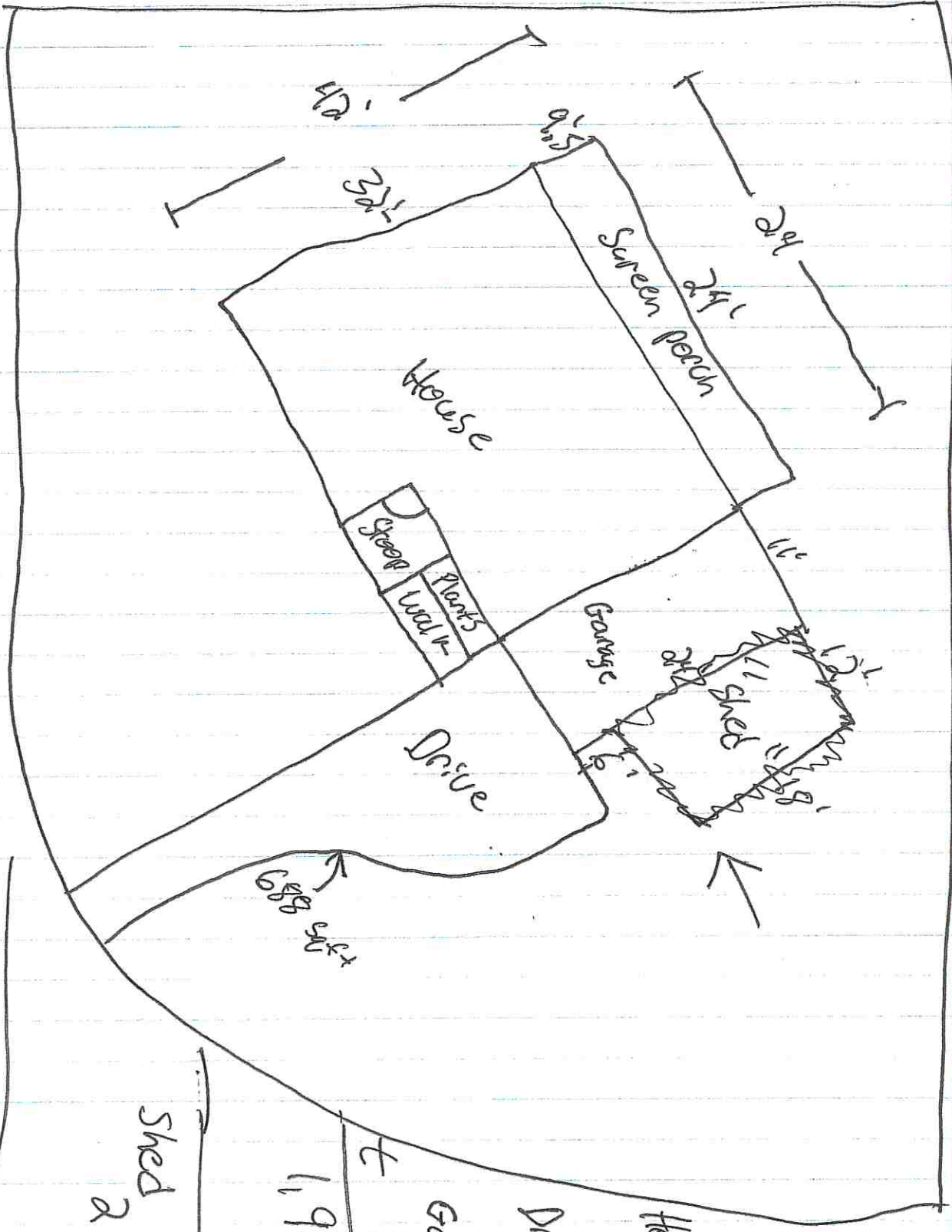
Non-residential Application Fee	\$1,200.00
Request for Continuance Fee	\$200.00*

\*A fee of \$200.00 is required for each applicant requested postponement or continuance

- (3) Submit copy of deed with application.
- (4) This application must be filed with the Township Office by the 3<sup>rd</sup> Friday of the month to be on the agenda for the following month.
- (5) Applicant must be present at hearing otherwise the petition will be dismissed unless postponed by the Zoning Hearing Board upon cause shown or upon their motion.
- (6) All meetings of the Zoning Hearing Board shall be open to the public.
- (7) No decision by the Zoning Hearing Board shall relieve any applicant from the responsibility of obtaining any required permits in the manner prescribed by the Zoning Ordinance.
- (8) Once the application is approved by the Zoning Hearing Board, the time limit for the commencement of improvements is one year.

Application Last Revised 01/08/2020

(Property 0.29 acre  
12,633 sq.ft)



Total — 21,976 sq.ft  
100%

Shed 216 sq.ft  
2%

Garage 688 sq.ft  
3%

Drive 264 sq.ft  
1%

House 1,008 sq.ft  
5%

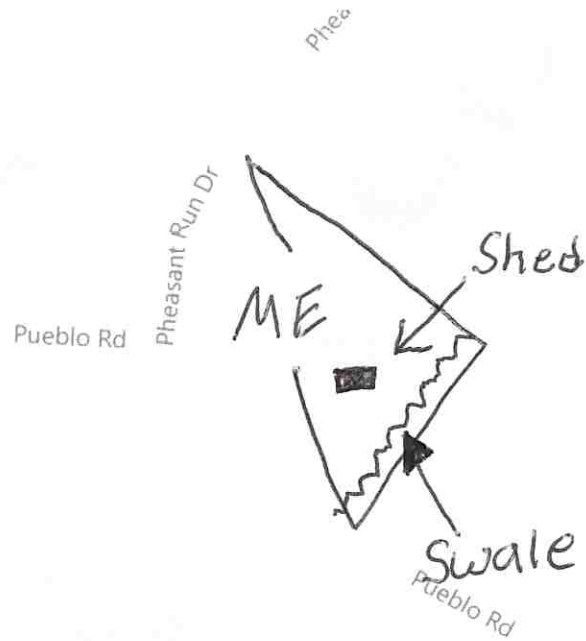
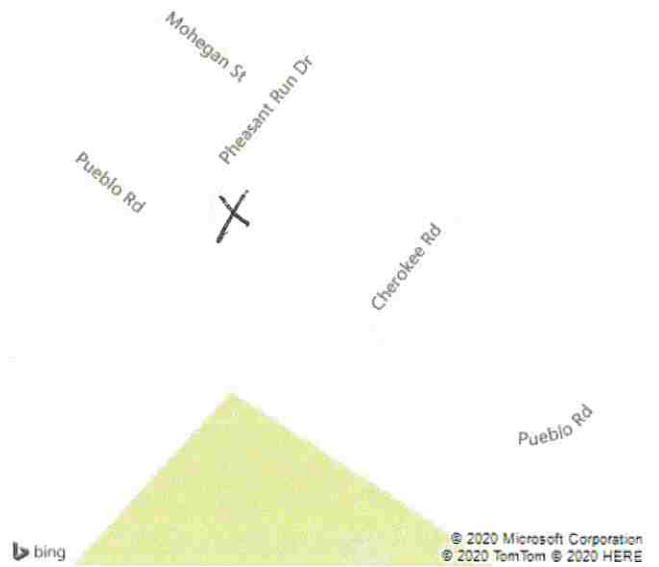
Screen porch 24 sq.ft  
0.2%

bing maps

Notes

[Empty rectangular box for notes]

- Behind Front Yard Line
- Shed to Pueblo 50'
- Shed to Back line 43'



Bing

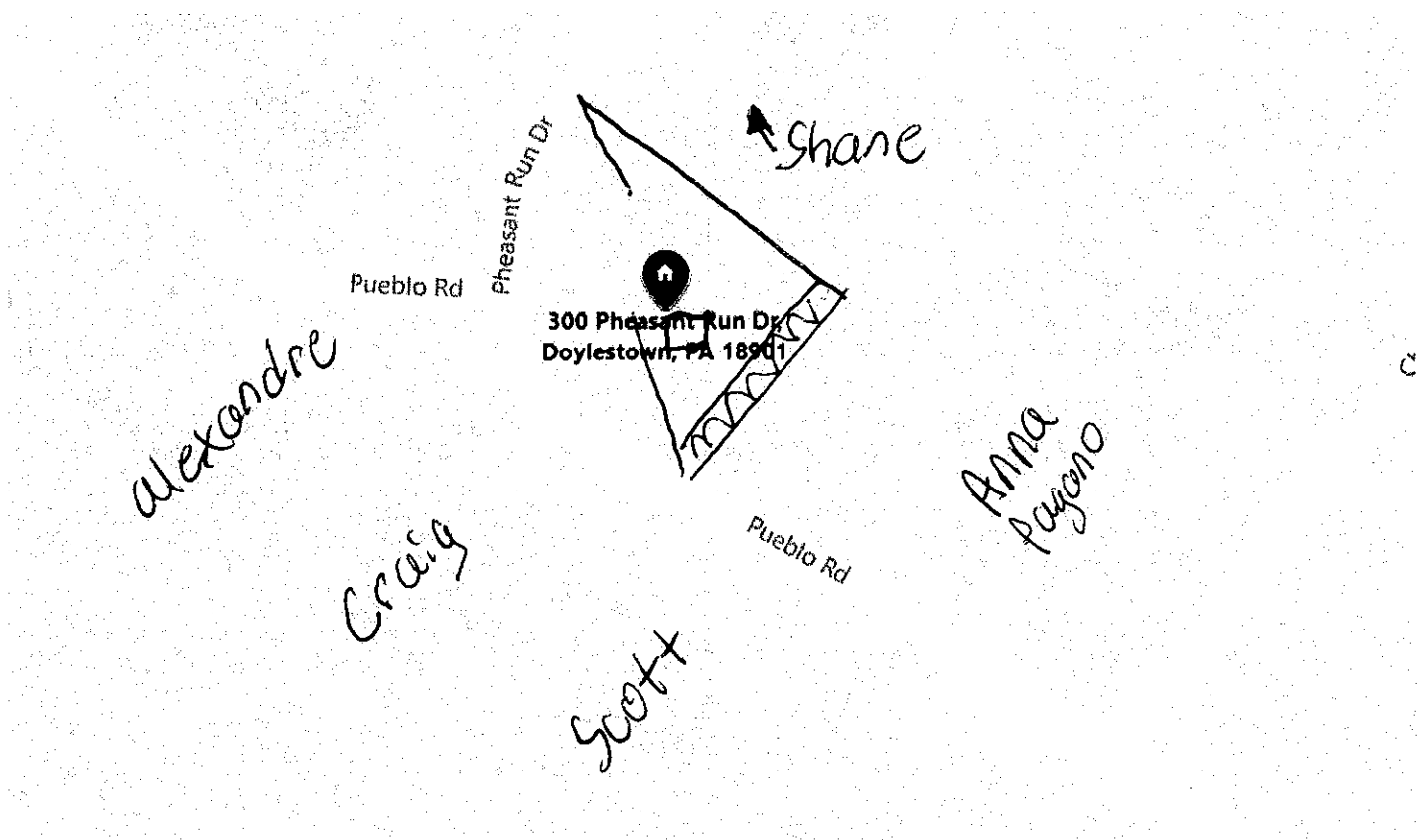
© 2020 TomTom © 2020 HERE. © OpenStreetMap



bing maps



300 Pheasant Run Dr, Doylestown, PA 18901



Bing

© 2020 TomTom © 2020 HERE, © OpenStreetMap

Data from: Zillow · Redfin · GreatSchools



# NEIGHBORS APPROVAL

Anthony McElroy

300 Pheasant Run Dr Doylestown PA 18901

- For Shed next to garage

---

EEDED - Address + Names + Signatures

Shane Hallman

302 Pheasant Run Dr

New Britain Pa 18901

(215) 340 1069

214 Pueblo Rd, Doylestown PA 18901

Alexander Mether

215-694-3732

212 Pueblo Rd

New Britain, PA 18901

215-340-2545

Craig Petrosky



210 Pueblo Road

New Britain, PA 18901

215-348-1138

Scott Jeselmer

Aimee Rogers  
143 CHERRICK RD.  
NEW BRITAIN PA 18901

## IMPERVIOUS COVERAGE

THIS CALCULATION IS REQUIRED FOR ALL PERMITS THAT WILL RESULT IN ADDITIONAL GROUND BEING COVERED: SHEDS, ADDITIONS, PATIOS, ETC.

Street Address <i>300 Pheasant Run Dr</i>		Apt. or Tenant Address		City and State <i>Doylestown, PA</i>	Zip <i>18901</i>
Subdivision	Lot Number	Parcel Number	Zoning District	Permitted Impervious % <i>2%</i>	

### DEFINITIONS

**IMPERVIOUS SURFACE-** Any surface which does not absorb rain; all buildings, parking areas, driveways, roads, sidewalks and any areas in concrete, asphalt, packed stone, pavers on sand or other equivalent surfaces. In addition, other areas determined by the Township Engineer to be impervious within the meaning of this definition shall also be classified as impervious.

**NET BUILDABLE SITE AREA-** Net buildable site area is calculated for the purpose of determining allowable impervious surface and land permitted to be developed. Net buildable site area equals total lot area contained in the subdivision or land development application:

- a) Minus ultimate rights-of-way of existing streets;
- b) Minus land which is not contiguous or which is separated from the site by road or railroad;
- c) Minus land shown on previous subdivision or land development plans as reserved for open space or other uses which restrict it from development.
- d) Minus land restricted by easements or covenants; and
- e) Minus land required to be left open for resource protection or to meet minimum open space requirements of this chapter.

**IMPERVIOUS SURFACE RATIO-** The total area of all impervious surfaces divided by the net buildable site area.

### IMPERVIOUS SURFACE PERMITTED TO BE DEVELOPED

**net buildable site area x Permitted Impervious surface ratio**

Lot Size (sq. ft.)	<i>12,633</i>	(Note: 1 Acre = 43,560 sq. ft.)
Driveway (sq. ft.)	<i>688</i>	
Walkway (sq. ft.)	<i>1,008</i>	
Footprint of dwelling (sq. ft.)		
Garage/Shed/Barn etc. (sq. ft.)	<i>264</i>	
Patio (sq. ft.)		
Pool (sq. ft.)		
Easements/Other (sq. ft.)		
<b>TOTAL EXISTING IMPERVIOUS (sq. ft.)</b>	<i>1,960</i>	
Proposed Impervious (sq. ft.)	<i>216</i>	
<b>TOTAL IMPERVIOUS: (sq. ft.)</b>	<i>2,176</i>	

### IMPERVIOUS COVERAGE

Total Impervious Surface	Proposed % <i>18%</i>	sq. ft. <i>2,176</i>
	Allowed %	Sq. ft.

5. General description of proposed improvements: Shed

6. Type of earth disturbance or development proposed:  Grading/Drainage  Addition of impervious surface

7. Proposed area of earth disturbance: 0-1,000 sf 216 1001-5,000 sf \_\_\_\_\_ Greater than 5,000 sf \_\_\_\_\_

8. Proposed net impervious surface coverage: 0-1,000 sf 0 1001-5,000 sf \_\_\_\_\_ Greater than 5,000 sf \_\_\_\_\_

9. Area of existing and proposed impervious surface of the entire tract:

a. Existing	<u>1,470</u> sf.	<u>11</u> % of Property	<u>1,960</u> sf	<u>16</u> %
b. Proposed	<u>216</u> sf.	<u>2</u> % of Property	<u>216</u> sf	<u>2</u> %
c. Total	<u>1,686</u> sf.	<u>13</u> % of Property	<u>1,686</u> sf	<u>18</u> %

(Please complete enclosed Impervious Coverage Worksheet)

10. Proposed stormwater volume control(s):  Rain Garden  Infiltration Trench  Dry Well  Vegetated Filter Strip  Disconnected Roof Drain  Other Non-structural BMP: \_\_\_\_\_

(Please provide copies of supporting calculations and proposed maintenance program)

\* Increases of less than 1,000 sf of impervious surface do not require an Earth Disturbance/Grading/Impervious Coverage Permit

\* An NPDES Permit is required for earth disturbance of 1 (one) acre or more.

\* If the total earth disturbance proposed exceeds 1,000 sf, a stormwater management /E&S plan along with supporting documentation and narrative should be submitted to the Bucks County Conservation District for review.

\* Applicants are reminded that all Earth Disturbance activities are subject to the requirements of Township Ordinances as well as PA Code Title 25, Chapter 102.

The undersigned party hereby states that he/she is the legal owner of the above referenced property, or otherwise authorized by the property owner to make this application, that all the above facts and information are accurate and complete, acknowledges that any false information contained within this application will be grounds for permit rejection or revocation. The applicant further acknowledges that this is an application only and that the requested work cannot commence upon the property until and unless a permit is actually issued by the Township.

Print Name of Applicant: Anthony McElroy

Date: 9-30-2020

Signature of Applicant: [Handwritten Signature]

Date: 9-30-2020



# STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

## PARTIES

<b>BUYER(S):</b> ANTHONY MCELROY & JESSICA TENNETT	<b>SELLER(S):</b> JPP INVESTORS LLC
<b>BUYER'S MAILING ADDRESS:</b> 1805 HALE CIRCLE JAMISON, PA 18929	<b>SELLER'S MAILING ADDRESS:</b> PO BOX 182 WYCOMBE PA

## PROPERTY

**ADDRESS** (including postal city) 300 PHEASANT RUN DR **ZIP** 18901-5056  
 in the municipality of DOYLESTOWN, County of Bucks  
 in the School District of CENTRAL BUCKS, in the Commonwealth of Pennsylvania.  
**Tax ID #(s):** 26-028-057 and/or  
**Identification** (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): \_\_\_\_\_

## BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Buyer is not represented by a broker)

<b>Broker (Company)</b> <u>RE/MAX Action Realty</u>	<b>Licensee(s) (Name)</b> <u>William Martin</u>
<b>Company License #</b> <u>RE045719C</u>	<b>State License #</b> <u>RS345430</u>
<b>Company Address</b> <u>1126 Hershman Road, Maple Glen, PA 19002</u>	<b>Direct Phone(s)</b> <u>(267)900-0833</u>
<b>Company Phone</b> <u>(267)900-0833</u>	<b>Cell Phone(s)</b> <u>(267)900-0833</u>
<b>Company Fax</b> _____	<b>Email</b> <u>wm762003@gmail.com</u>
<b>Broker is (check only one):</b>	<b>Licensee(s) is (check only one):</b>
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

## SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Seller is not represented by a broker)

<b>Broker (Company)</b> <u>ADDISON WOLFE REAL ESTATE</u>	<b>Licensee(s) (Name)</b> <u>KARL PETERSON</u>
<b>Company License #</b> _____	<b>State License #</b> <u>RS349241</u>
<b>Company Address</b> <u>550 Union Square Dr, New Hope, PA 18938-1348</u>	<b>Direct Phone(s)</b> <u>(404)747-8228</u>
<b>Company Phone</b> <u>(215)862-5500</u>	<b>Cell Phone(s)</b> _____
<b>Company Fax</b> _____	<b>Email</b> <u>KARL@CCGHOMES.ORG</u>
<b>Broker is (check only one):</b>	<b>Licensee(s) is (check only one):</b>
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

## DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: AM JT

ASR Page 1 of 14

Seller Initials: SP



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rev. 5/20; rel. 7/20

- 1 **1. By this Agreement, dated July 19, 2020**  
 2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.  
 3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**  
 4 (A) Purchase Price \$ 368,000.00  
 5 (Three Hundred Sixty Thousand \_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:  
 6  
 7 1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date,  
 8 if not included with this Agreement: \$ \_\_\_\_\_ 1,000.00  
 9 2. Additional Deposit within 14 days of the Execution Date: \$ \_\_\_\_\_ 5,000.00  
 10 3. \_\_\_\_\_ \$ \_\_\_\_\_  
 11 Remaining balance will be paid at settlement.  
 12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer  
 13 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-  
 14 sonal check.  
 15 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_ )  
 16 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or  
 17 termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations  
 18 of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this  
 19 Agreement.  
 20 **3. SELLER ASSIST (If Applicable) (1-10)**  
 21 Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward  
 22 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is  
 23 approved by mortgage lender.  
 24 **4. SETTLEMENT AND POSSESSION (4-14)**  
 25 (A) Settlement Date is September 4, 2020 \_\_\_\_\_, or before if Buyer and Seller agree.  
 26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless  
 27 Buyer and Seller agree otherwise.  
 28 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:  
 29 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer  
 30 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will  
 31 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:  
 32 \_\_\_\_\_  
 33 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:  
 34 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.  
 35 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December  
 36 31. School tax bills for all other school districts are for the period from July 1 to June 30.  
 37 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_  
 38 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_  
 39 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures  
 40 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property  
 41 is subject to a lease.  
 42 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and  
 43 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.  
 44 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer  
 45 will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this  
 46 Agreement.  
 47  Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.  
 48  
 49 **5. DATES/TIME IS OF THE ESSENCE (1-10)**  
 50 (A) Written acceptance of all parties will be on or before: July 20, 2020  
 51 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the  
 52 essence and are binding.  
 53 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by  
 54 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-  
 55 ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be  
 56 initialed and dated.  
 57 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-  
 58 ment of the parties.  
 59 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms  
 60 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable  
 61 to all parties, except where restricted by law.  
 62  
 63

64 Buyer Initials: [Signature]

Seller Initials: SP

65 6. ZONING (4-14)  
66 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdi-  
67 vidable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if  
68 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

69 Zoning Classification, as set forth in the local zoning ordinance: \_\_\_\_\_

70 7. FIXTURES AND PERSONAL PROPERTY (1-20)  
71 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be  
72 regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating  
73 what items will be included or excluded in this sale.

74 (B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens,  
75 and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting  
76 fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric  
77 animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television  
78 and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps;  
79 storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; win-  
80 dow covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments);  
81 built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking  
82 fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane  
83 tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: \_\_\_\_\_  
84 \_\_\_\_\_

85  
86 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/  
87 vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): \_\_\_\_\_  
88 \_\_\_\_\_

89 (D) EXCLUDED fixtures and items: \_\_\_\_\_  
90 \_\_\_\_\_

91 8. MORTGAGE CONTINGENCY (10-13)

92  WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties  
93 may include an appraisal contingency.

94  ELECTED.

95 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

96 <b>First Mortgage on the Property</b>	96 <b>Second Mortgage on the Property</b>
97 Loan Amount \$ <u>306,000.00</u>	97 Loan Amount \$ _____
98 Minimum Term <u>30</u> years	98 Minimum Term _____ years
99 Type of mortgage <u>CONVENTIONAL</u>	99 Type of mortgage _____
100 For conventional loans, the Loan-To-Value (LTV) ratio is not to	100 For conventional loans, the Loan-To-Value (LTV) ratio is not to
101 exceed _____ %	101 exceed _____ %
102 Mortgage lender <u>LOAN DEPOT</u>	102 Mortgage lender _____
103	103
104 Interest rate _____ %; however, Buyer agrees to accept the	104 Interest rate _____ %; however, Buyer agrees to accept the
105 interest rate as may be committed by the mortgage lender, not	105 interest rate as may be committed by the mortgage lender, not
106 to exceed a maximum interest rate of _____ %.	106 to exceed a maximum interest rate of _____ %.
107 Discount points, loan origination, loan placement and other fees	107 Discount points, loan origination, loan placement and other fees
108 charged by the lender as a percentage of the mortgage loan (exclud-	108 charged by the lender as a percentage of the mortgage loan (exclud-
109 ing any mortgage insurance premiums or VA funding fee) not to	109 ing any mortgage insurance premiums or VA funding fee) not to
110 exceed _____ % (0% if not specified) of the mortgage loan.	110 exceed _____ % (0% if not specified) of the mortgage loan.

111 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage applica-  
112 tion(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case  
113 no later than September 1, 2020.

- 114 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-  
115 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right  
116 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's  
117 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to  
118 make a good faith effort to obtain mortgage financing.
- 119 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demon-  
120 strating lender's conditional or outright approval of Buyer's mortgage application(s):  
121 a. Does not satisfy the terms of Paragraph 8(A), OR  
122 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be  
123 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in  
124 writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension there-  
125 of, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming  
126 employment).
- 127 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

128 Buyer Initials: [Signature] ASR Page 3 of 14 Seller Initials: SP

- 129 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer  
 130 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this  
 131 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee  
 132 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;  
 133 (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- 134 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular  
 135 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a spe-  
 136 cific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan.  
 137 The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be  
 138 higher or lower than the Purchase Price and/or market price of the property.
- 139 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee  
 140 the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s),  
 141 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted  
 142 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage  
 143 lender(s) to make the above mortgage term(s) available to Buyer.
- 144 (E) Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage appli-  
 145 cation (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s)  
 146 identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any,  
 147 otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.  
 148 Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan  
 149 application.
- 150 (F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/  
 151 or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and  
 152 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to  
 153 reject, or refuse to approve or issue, a mortgage loan commitment.
- 154 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires  
 155 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5  
 156 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's  
 157 expense.
- 158 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
  - 159 agrees to the RELEASE in Paragraph 28 of this Agreement.
  - 160 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5
  - 161 DAYS, notify Seller of Buyer's choice to:
  - 162 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
  - 163 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the
  - 164 Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
  - 165 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
  - 166 Paragraph 26 of this Agreement.
- 167 If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice  
 168 to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and  
 169 agree to the RELEASE in Paragraph 28 of this Agreement.

**FHA/VA, IF APPLICABLE**

- 170 (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-  
 171 chase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer  
 172 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,  
 173 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than  
 174 \$ \_\_\_\_\_ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of  
 175 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation  
 176 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does  
 177 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the  
 178 Property are acceptable.
- 179 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing  
 180 Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department,  
 181 makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not  
 182 more than two years, or both."
- 183 (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- 184  Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of  
 185 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that  
 186 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- 187 (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract  
 188 for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties  
 189 in connection with this transaction is attached to this Agreement.

191

Buyer Initials: [Signature]

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Seller Initials: SP



192 9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)

193 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the  
194 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change  
195 in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against  
196 Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to  
197 purchase.

198 10. SELLER REPRESENTATIONS (1-20)

199 (A) Status of Water

200 Seller represents that the Property is served by:

- 201  Public Water  Community Water  On-site Water  None

202 (B) Status of Sewer

203 1. Seller represents that the Property is served by:

- 204  Public Sewer  Community Sewage Disposal System  Ten-Acre Permit Exemption (see Sewage Notice 2)  
205  Individual On-lot Sewage Disposal System (see Sewage Notice 1)  Holding Tank (see Sewage Notice 3)  
206  Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)  
207  None (see Sewage Notice 1)  None Available/Permit Limitations in Effect (see Sewage Notice 5)

208 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

209 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the  
210 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,  
211 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a  
212 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with  
213 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The  
214 local agency charged with administering the Act will be the municipality where the Property is located or that municipality  
215 working cooperatively with others.

216 Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption  
217 provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required  
218 before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage  
219 system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and  
220 site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by  
221 the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance  
222 which occurs as a result.

223 Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a  
224 water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another  
225 site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the  
226 tank from the date of its installation or December 14, 1995, whichever is later.

227 Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-  
228 tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances  
229 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water  
230 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hor-  
231 izontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the  
232 absorption area shall be 100 feet.

233 Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage  
234 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until  
235 the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations  
236 promulgated thereunder.

237 (C) Historic Preservation

238 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

241 (D) Land Use Restrictions

242 1.  Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the  
243 following Act(s) (see Notices Regarding Land Use Restrictions below):

- 244  Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. §901 et seq.)  
245  Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
246  Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)  
247  Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
248  Other \_\_\_\_\_

249 2. Notices Regarding Land Use Restrictions

250 a. Pennsylvania Right-To-Farm Act: The property you are buying may be located in an area where agricultural operations  
251 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits  
252 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

253 b. Clean and Green Program: Properties enrolled in the Clean and Green Program receive preferential property tax assess-  
254 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution  
255 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that  
256 may result in the future as a result of any change in use of the Property or the land from which it is being separated.

257 Buyer Initials: CP

Seller Initials: SP

258	c. Open Space Act: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space and on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the terms of any covenant now in effect.
263	d. Conservation Reserve (Rehabilitation) Program: Properties enrolled in the Conservation Reserve Program or CRP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.
270	(E) Real Estate Seller Disclosure Law
271	Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING
274	UNITS are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.
277	(F) Public and/or Private Assessments
278	Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:
283	2. Seller knows of no other potential notices (including violations) and/or assessments except as follows:
284	
285	
286	
287	(G) Highway Occupancy Permit
288	Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
289	(H) Internet of Things (IoT) Devices
290	1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
293	2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
297	3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
302	4. This paragraph will survive settlement.
304	11. WAIVER OF CONTINGENCIES (9-05)
305	If this Agreement is contingent on Buyer's right to inspect and/or report the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the time set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.
309	12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-10)
310	(A) Rights and Responsibilities
311	Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
314	2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
317	3. Seller will have heading and all addenda (including back(s)) on for all inspections/appraisals.
318	4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
320	5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractor, home inspectors, engineers, architects and other property licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D))

(C) For elected inspections, Buyer will, within the Contingency Period stated in Paragraph 13(A), complete inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer system; heating and cooling systems; water heaters; non-electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pest pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guarantying Agency requirements. The inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pest pesticide applicator to treat the Property. If the inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

**Deeds, Restrictions and Zoning**

Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use:

**Water Service**

Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

**Radon**

Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picocuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594, www.epa.gov. On-site Sewage (If Applicable)

Buyer may obtain an inspection of the individual on-lot sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

**Property and Flood Insurance**

Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

323 Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractor, home inspectors, engineers, architects and other property licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D))

324 "Inspection" or "Inspections") performed by professional contractor, home inspectors, engineers, architects and other property licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D))

325 For elected inspections, Buyer will, within the Contingency Period stated in Paragraph 13(A), complete inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

326 Home/Property Inspections and Environmental Hazards (mold, etc.)

327 Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer system; heating and cooling systems; water heaters; non-electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

328 Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pest pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guarantying Agency requirements. The inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pest pesticide applicator to treat the Property. If the inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

329 **Deeds, Restrictions and Zoning**

330 Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use:

331 **Water Service**

332 Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

333 **Radon**

334 Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picocuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594, www.epa.gov. On-site Sewage (If Applicable)

335 Buyer may obtain an inspection of the individual on-lot sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

336 **Property and Flood Insurance**

337 Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

388 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more  
 389 flood insurance agents regarding the need for flood insurance and possible premium increases.  
 390 **Property Boundaries**  
 391 Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal  
 392 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property  
 393 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural  
 394 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-  
 395 tations of size of property are approximations only and may be inaccurate.  
 396 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**  
 397 Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct  
 398 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint  
 399 hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard  
 400 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved  
 401 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a  
 402 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and  
 403 any lead-based paint records regarding the Property.  
 404 **Other**  
 405 Elected \_\_\_\_\_  
 406 \_\_\_\_\_

Waived  
*[Signature]*

Waived  
*[Signature]*

Waived  
*[Signature]*

407 The inspections elected above do not apply to the following existing conditions and/or items: \_\_\_\_\_  
 408 \_\_\_\_\_  
 409 \_\_\_\_\_

410 (D) Notices Regarding Property & Environmental Inspections

- 411 1. Exterior Building Materials: Poor or improper installation of exterior building materials may result in moisture penetrating  
 412 the surface of a structure where it may cause mold and damage to the building's frame.
- 413 2. Asbestos: Asbestos is linked with several adverse health effects, including various forms of cancer.
- 414 3. Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal  
 415 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-  
 416 sibility to dispose of them properly.
- 417 4. Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer  
 418 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop  
 419 the property would be affected or denied because of its location in a wetlands area.
- 420 5. Mold, Fungi and Indoor Air Quality: Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,  
 421 pollen and viruses) have been associated with allergic responses.
- 422 6. Additional Information: Inquiries or requests for more information about asbestos and other hazardous substances can be  
 423 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.  
 424 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,  
 425 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health  
 426 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by  
 427 calling 1-877-724-3258.

428 13. INSPECTION CONTINGENCY (10-18)

429 (A) The Contingency Period is \_\_\_\_\_ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected  
 430 in Paragraph 12(C).

431 (B) Within the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in  
 432 Paragraph 13(C):

- 433 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in  
 434 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in  
 435 Paragraph 28 of this Agreement, OR
- 436 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
 437 their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer  
 438 according to the terms of Paragraph 26 of this Agreement, OR
- 439 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
 440 their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by  
 441 Buyer.

442 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform  
 443 the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of  
 444 the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or  
 445 governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

446 a. Following the end of the Contingency Period, Buyer and Seller will have \_\_\_\_\_ days (5 if not specified) for a Negotiation  
 447 Period. During the Negotiation Period:

- 448 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- 449 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-  
 450 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

451 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

452 Buyer Initials: *[Signature]*

Seller Initials: *[Signature]*



- 453 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the  
 454 Negotiation Period ends.
- 455 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within  
 456 \_\_\_\_\_ days (2 if not specified) following the end of the Negotiation Period, Buyer will:
- 457 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this  
 458 Agreement, OR
- 459 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
 460 of Paragraph 26 of this Agreement.
- 461 If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement  
 462 by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree  
 463 to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation  
 464 Period.
- 465 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_  
 466 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to,  
 467 the name of the company to perform the expansion or replacement; provisions for payment, including retails; and a projected  
 468 completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within  
 469 the stated time, Buyer will notify Seller in writing of Buyer's choice to:
- 470 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR  
 471 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 472 Paragraph 26 of this Agreement, OR
- 473 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by  
 474 any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time  
 475 required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the  
 476 Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct  
 477 the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all  
 478 deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- 479 If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to  
 480 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.
- 481 14. TITLES, SURVEYS AND COSTS (6-20)
- 482 (A) Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company  
 483 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report  
 484 to Seller.
- 485 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different  
 486 from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance  
 487 policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options.  
 488 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an  
 489 owner's title insurance policy.
- 490 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
 491 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees  
 492 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- 493 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-  
 494 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or  
 495 required by the mortgage lender will be obtained and paid for by Buyer.
- 496 (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-  
 497 ular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions;  
 498 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the  
 499 ground; easements of record; and privileges or rights of public service companies, if any.
- 500 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or  
 501 any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,  
 502 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice  
 503 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all  
 504 liens and encumbrances against the Property.
- 505 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,  
 506 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned  
 507 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition  
 508 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit  
 509 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for  
 510 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those  
 511 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).
- 512 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation  
 513 about the status of those rights unless indicated elsewhere in this Agreement.
- 514  OIL, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

515

Buyer Initials: C. F. [Signature]

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Seller Initials: SP

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(I) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:

Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
  - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
  - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
  - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
    - (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
    - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(2) will survive settlement.

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

Buyer Initials: *[Signature]*

Seller Initials: *SP*

581  **PLANNED COMMUNITY (HOMEOWNER ASSOCIATION).** The Property is part of a planned community as defined by  
 582 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the decla-  
 583 ration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the  
 584 provisions set forth in Section 5407(a) of the Act.

585 **(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM**  
 586 **OR A PLANNED COMMUNITY:**

587 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),  
 588 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void  
 589 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public  
 590 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this  
 591 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

592 **(C) THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A**  
 593 **PLANNED COMMUNITY:**

- 594 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association  
 595 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides  
 596 that the association is required to provide these documents within 10 days of Seller's request.
- 597 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer  
 598 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the  
 599 association in the Certificate.
- 600 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents  
 601 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer  
 602 declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this  
 603 Agreement.
- 604 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will  
 605 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the  
 606 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for  
 607 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mire subsidence insurance, or any fee for cancellation; (3)  
 608 Appraisal fees and charges paid in advance to mortgage lender.

609 **17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

610 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-  
 611 erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for  
 612 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of  
 613 the property and result in a change in property tax.

614 **18. MAINTENANCE AND RISK OF LOSS (1-14)**

615 **(A)** Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)  
 616 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

617 **(B)** If any part of the Property included in the sale fails before settlement, Seller will:

- 618 1. Repair or replace that part of the Property before settlement, OR
- 619 2. Provide prompt written notice to Buyer of Seller's decision to:
  - 620 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,  
 621 if any, OR
  - 622 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed  
 623 part of the Property.
- 624 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails  
 625 to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever  
 626 is earlier, that Buyer will:
  - 627 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
  - 628 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 629 Paragraph 26 of this Agreement.

630 If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice  
 631 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

632 **(C)** Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not  
 633 replaced prior to settlement, Buyer will:

- 634 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 635 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 636 Paragraph 26 of this Agreement.

637 **19. HOME WARRANTIES (1-10)**

638 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller  
 639 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any  
 640 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or  
 641 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends  
 642 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

- 644 20. **RECORDING (9-05)**  
 645 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer  
 646 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
- 647 21. **ASSIGNMENT (1-10)**  
 648 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-  
 649 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless  
 650 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
- 651 22. **GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**  
 652 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the  
 653 laws of the Commonwealth of Pennsylvania.  
 654 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance  
 655 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of  
 656 Pennsylvania.
- 657 23. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**  
 658 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property  
 659 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.  
 660 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-  
 661 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required  
 662 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.  
 663 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/  
 664 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to  
 665 withhold, you may be held liable for the tax.
- 666 24. **NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**  
 667 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing  
 668 for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal  
 669 police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-  
 670 erty, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).
- 671 25. **REPRESENTATIONS (1-10)**  
 672 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-  
 673 es, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.  
 674 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,  
 675 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not  
 676 be altered, amended, changed or modified except in writing executed by the parties.  
 677 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property spec-  
 678 ifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property  
 679 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that  
 680 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the  
 681 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of  
 682 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems  
 683 contained therein.  
 684 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.  
 685 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
- 686 26. **DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)**  
 687 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all  
 688 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.  
 689 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.  
 690 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
 691 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:  
 692 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written  
 693 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.  
 694 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing  
 695 Broker how to distribute some or all of the deposit monies.  
 696 3. According to the terms of a final order of court.  
 697 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the  
 698 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))  
 699 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not  
 700 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the  
 701 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written  
 702 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of  
 703 litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request  
 704 for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and  
 705 Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to  
 706 any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon  
 707 the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue  
 708 litigation even after a distribution is made.

709

Buyer Initials:                                         

ASR Page 12 of 14

Seller Initials:



- 710 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania  
 711 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit  
 712 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.  
 713 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:  
 714 1. Fail to make any additional payments as specified in Paragraph 2, OR  
 715 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's  
 716 legal or financial status, OR  
 717 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.  
 718 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:  
 719 1. On account of purchase price, OR  
 720 2. As monies to be applied to Seller's damages, OR  
 721 3. As liquidated damages for such default.  
 722 (G)  SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.  
 723  
 724 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer  
 725 and Seller are released from further liability or obligation and this Agreement is VOID.  
 726 (I) Brokers and licensees are not responsible for unpaid deposits.

727 27. MEDIATION (7-20)

728 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,  
 729 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute  
 730 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system  
 731 offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided  
 732 equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion  
 733 of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer  
 734 to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings  
 735 shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing  
 736 party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through  
 737 mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will  
 738 survive settlement.

739 28. RELEASE (9-05)

740 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any  
 741 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or  
 742 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and  
 743 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,  
 744 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage  
 745 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in  
 746 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer  
 747 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

748 29. REAL ESTATE RECOVERY FUND (4-18)

749 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real  
 750 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been  
 751 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-  
 752 3658.

753 30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

- 754 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)  
 755 and Closing Disclosure(s) upon receipt.  
 756 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be  
 757 satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant  
 758 to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made  
 759 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or  
 760 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if  
 761 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the  
 762 Seller, unless otherwise agreed to by the parties.

763 31. HEADINGS (4-14)

764 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the  
 765 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

766

Buyer Initials: CP

ASR Page 13 of 14

Seller Initials: SP

767 32. SPECIAL CLAUSES (1-10)

768 (A) The following are attached to and made part of this Agreement if checked:

- 769  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 770  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 771  Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 772  Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 773  Appraisal Contingency Addendum (PAR Form ACA)
- 774  Short Sale Addendum (PAR Form SHS)
- 775 \_\_\_\_\_
- 776 \_\_\_\_\_
- 777 \_\_\_\_\_

778 (B) Additional Terms:

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Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.


795 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts  
796 together shall constitute one and the same Agreement of the Parties.


797 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are  
798 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

799 Return of this Agreement, and any addenda and amendments, including returns by electronic transmission, bearing the signatures of all  
800 parties, constitutes acceptance by the parties.

801  Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

802  Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

803  Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)  
804 before signing this Agreement.

805  Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has  
806 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

807 BUYER  DATE 7/20/2020

808 BUYER ANTHONY MCELROY & JESSICA TENNETT DATE 7/20/2020

809 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

810 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

811 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

812 SELLER  DATE 7/20/20  
JPP INVESTORS LLC

813 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

814 SELLER \_\_\_\_\_ DATE \_\_\_\_\_



# TOWNSHIP OF NEW BRITAIN

Bucks County, Pennsylvania  
Founded: 1723

BOARD OF SUPERVISORS

Helen B. Haun  
William B. Jones, III  
Gregory T. Hood  
Cynthia M. Jones  
Mary Beth McCabe

Eileen M. Bradley  
Township Manager

October 6, 2020

Anthony McElroy & Jessica Tennett  
300 Pheasant Run Drive  
Doylestown, PA 18901

Re: Zoning Permit Application # 2020-11076  
TMP: 26-028-057  
300 Pheasant Run Drive  
RR (Residential) Zoning District

Dear Mr. McElroy & Ms. Tennett,

This correspondence is regarding a Zoning Permit Application submitted to New Britain Township for the installation of a proposed residential accessory structure, specifically a storage shed, at 300 Pheasant Run Drive, New Britain Township.

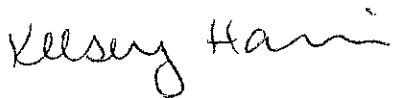
Following review of the Zoning Permit Application submitted on October 1, 2020, unfortunately, the permit has been **denied**. The property is located in the RR (Residential) zoning district where residential accessory structures are permitted, however, the proposed location of the structure is not compliant with the required setbacks from the principal building. When attached to the dwelling, a garage is considered a part of the principal building.

As Per the New Britain Township Codified Ordinance, Chapter 27, Section 27-902.c.2), which states: "All accessory structures shall be located a minimum of 15 feet to the rear and the side of the principal building on the lot."

If you would like to revise the plans and resubmit for a second review you are welcome to do so. Please also be sure to include the setback measurements of the structure's proposed location from the side and rear yards on any revised submissions. The structure is not permitted within the front yards.

In accordance with Pennsylvania Municipalities Planning Code and Article 31 of Chapter 27, Zoning, of the Code, you have the right to appeal this denial of your zoning permit application to the New Britain Township Zoning Hearing Board **within thirty (30) days** from the date of this correspondence. The Zoning Hearing Board fee for such an appeal is \$800.00. Any appeal must be in writing, upon the appropriate Township forms, and filed within this 30-day appeal period, along with the appropriate fee, to be considered by the Zoning Hearing Board. If you so desire, you can also ask for dimensional variances as part of this appeal. I have included a copy of the application form for your convenience. If you have any questions regarding the above information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Kelsey Harris".

Kelsey Harris

Zoning Officer

Cc: Eileen M. Bradley, Township Manager



TOWNSHIP OF NEW BRITAIN  
Bucks County, Pennsylvania  
Founded: 1723

ZONING USE PERMIT APPLICATION

Site Address: 300 Pheasant Run Dr Doylestown PA 18901

Tax Map Parcel #: 26- Zoning District:

<b>Property Owner</b>	Primary Contact: Y / N
Name: <u>Anthony McElroy</u>	
Address: <u>300 Pheasant Run Dr Doylestown PA 18901</u>	
Phone: <u>267-247-6970</u>	Email: <u>a.malk HVAC@gmail.com</u>

<b>Applicant</b>	Primary Contact: <input checked="" type="radio"/> Y <input type="radio"/> N
Name: <u>Anthony McElroy</u>	
Address: <u>300 Pheasant Run Dr Doylestown PA 18901</u>	
Phone: <u>267-247-6970</u>	Email: <u></u>

Present Use of the Property: Dwelling

Describe the Proposed Use of the Property: (ex: Business name, hours of operation, number of employees, room size and layout, etc.):  
Residential

Public Sewer Authority or Department of Health proof of sewer certification and capacity for proposed Use:  
 YES  NO

If known, indicate the Specific Zoning Use Group Number being requested, as per the listing within the current New Britain Township Zoning Ordinance: Article  Section

The undersigned party hereby states that he or she is the legal owner of the above referenced property, or otherwise authorized by the property owner to make this application, that all the above facts and information are accurate and complete, acknowledges that any false information contained within this application will be grounds for permit rejection or revocation. The applicant further acknowledges that this is an application only and that the requested cannot commence upon the property until and unless a zoning permit is actually issued by the Township.

Print Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



Office Use Only

Date Received: 10/1/20  
Received By: Chelle Clary  
Payment Received: \$ 50  
Receipt #: 10042, Cash



2020-11076

TOWNSHIP OF NEW BRITAIN  
Bucks County, Pennsylvania  
Founded: 1723

ZONING, EARTH DISTURBANCE, GRADING AND  
STORMWATER PERMIT APPLICATION

Site Address: 300 Pheasant Run Dr Doylestown PA 18901

Tax Map Parcel #: 26- 028-057

Zoning District: RR

Property Owner	Primary Contact <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Name: <u>Anthony McElroy</u>	
Address: <u>300 Pheasant Run Dr Doylestown PA 18901</u>	
Phone: <u>267-247-6970</u>	Email: <u>a.mackhuac@gmail.com</u>
Applicant <u>↓</u>	Primary Contact: Y / N <u>↓</u>
Name:	
Address:	
Phone:	Email:

1. Is the proposed activity part of a subdivision or land development?  Yes  No  
(If more than 5,000 sf of impervious surface is proposed, a land development plan application is likely to be required. The applicant should confirm this with the Township. Submission fees, plan requirements, etc. shall be outlined by the Township for Subdivision and Land Development plans.)

2. Present Use of the Property: Home

3. Proposed Project:

- New Construction
- Covered/Enclosed Porch
- Pool
- Deck/Patio
- Driveway
- Earth Disturbance
- Addition
- Detached Garage/Shed/Pole Barn
- Other: \_\_\_\_\_

Attach two (2) copies of a site plan to this application, showing; Proposed structure(s) with setback distances to property lines; All existing structures, including house: driveways, walkways, patios, decks, sheds, pools, garages, etc.; Buffer yards, easements, and deed restricted open space; Identify all streets with property frontage; Existing woods and proposed extent of clearing; Location of septic systems, wells and stormwater management facilities; Erosion and sediment control measures. Additional information may be required at the discretion of the Township Zoning Officer.

4. Public Sewer Authority or Department of Health proof of sewer certification and capacity for proposed Use:  Yes  No  N/A

5. General description of proposed improvements: Put Shed next to garage, put on stone.

6. Type of earth disturbance or development proposed:  Grading/Drainage  Addition of impervious surface

7. Proposed area of earth disturbance: 0-1,000 sf 216 1001-5,000 sf \_\_\_\_\_ Greater than 5,000 sf \_\_\_\_\_

8. Proposed net impervious surface coverage: 0-1,000 sf 216 1001-5,000 sf \_\_\_\_\_ Greater than 5,000 sf \_\_\_\_\_

9. Area of existing and proposed impervious surface of the entire tract:

a. Existing 1960 sf. 16 % of Property

b. Proposed 216 sf. 2 % of Property

c. Total 1,686 sf. 18 % of Property

(Please complete enclosed Impervious Coverage Worksheet)

10. Proposed stormwater volume control(s):  Rain Garden  Infiltration Trench  Dry Well  Vegetated Filter Strip  Disconnected Roof Drain  Other Non-structural BMP: Stone base for water  
(Please provide copies of supporting calculations and proposed maintenance program) Rain

\* Increases of less than 1,000 sf of impervious surface do not require an Earth Disturbance/Grading/Impervious Coverage Permit

\* An NPDES Permit is required for earth disturbance of 1 (one) acre or more.

\* If the total earth disturbance proposed exceeds 1,000 sf, a stormwater management /E&S plan along with supporting documentation and narrative should be submitted to the Bucks County Conservation District for review.

\* Applicants are reminded that **all** Earth Disturbance activities are subject to the requirements of Township Ordinances as well as PA Code Title 25, Chapter 102.

The undersigned party hereby states that he/she is the legal owner of the above referenced property, or otherwise authorized by the property owner to make this application, that all the above facts and information are accurate and complete, acknowledges that any false information contained within this application will be grounds for permit rejection or revocation. The applicant further acknowledges that this is an application only and that the requested work cannot commence upon the property until and unless a permit is actually issued by the Township.

Print Name of Applicant: Anthony McElroy

Date: 10-1-2020

Signature of Applicant: [Handwritten Signature]

Date: 10-1-2020



## IMPERVIOUS COVERAGE

THIS CALCULATION IS REQUIRED FOR ALL PERMITS THAT WILL RESULT IN ADDITIONAL GROUND BEING COVERED: SHEDS, ADDITIONS, PATIOS, ETC.

Street Address <b>300 Pheasant Run Dr</b>		<del>Apt. or Tenant Address</del>		City and State <b>Doylestown PA</b>	Zip <b>18901</b>
Subdivision	Lot Number	Parcel Number	Zoning District	Permitted Impervious %	

### DEFINITIONS

**IMPERVIOUS SURFACE-** Any surface which does not absorb rain; all buildings, parking areas, driveways, roads, sidewalks and any areas in concrete, asphalt, packed stone, pavers on sand or other equivalent surfaces. In addition, other areas determined by the Township Engineer to be impervious within the meaning of this definition shall also be classified as impervious.

**NET BUILDABLE SITE AREA-** Net buildable site area is calculated for the purpose of determining allowable impervious surface and land permitted to be developed. Net buildable site area equals total lot area contained in the subdivision or land development application:

- a) Minus ultimate rights-of-way of existing streets;
- b) Minus land which is not contiguous or which is separated from the site by road or railroad;
- c) Minus land shown on previous subdivision or land development plans as reserved for open space or other uses which restrict it from development.
- d) Minus land restricted by easements or covenants; and
- e) Minus land required to be left open for resource protection or to meet minimum open space requirements of this chapter.

**IMPERVIOUS SURFACE RATIO-** The total area of all impervious surfaces divided by the net buildable site area.

### IMPERVIOUS SURFACE PERMITTED TO BE DEVELOPED

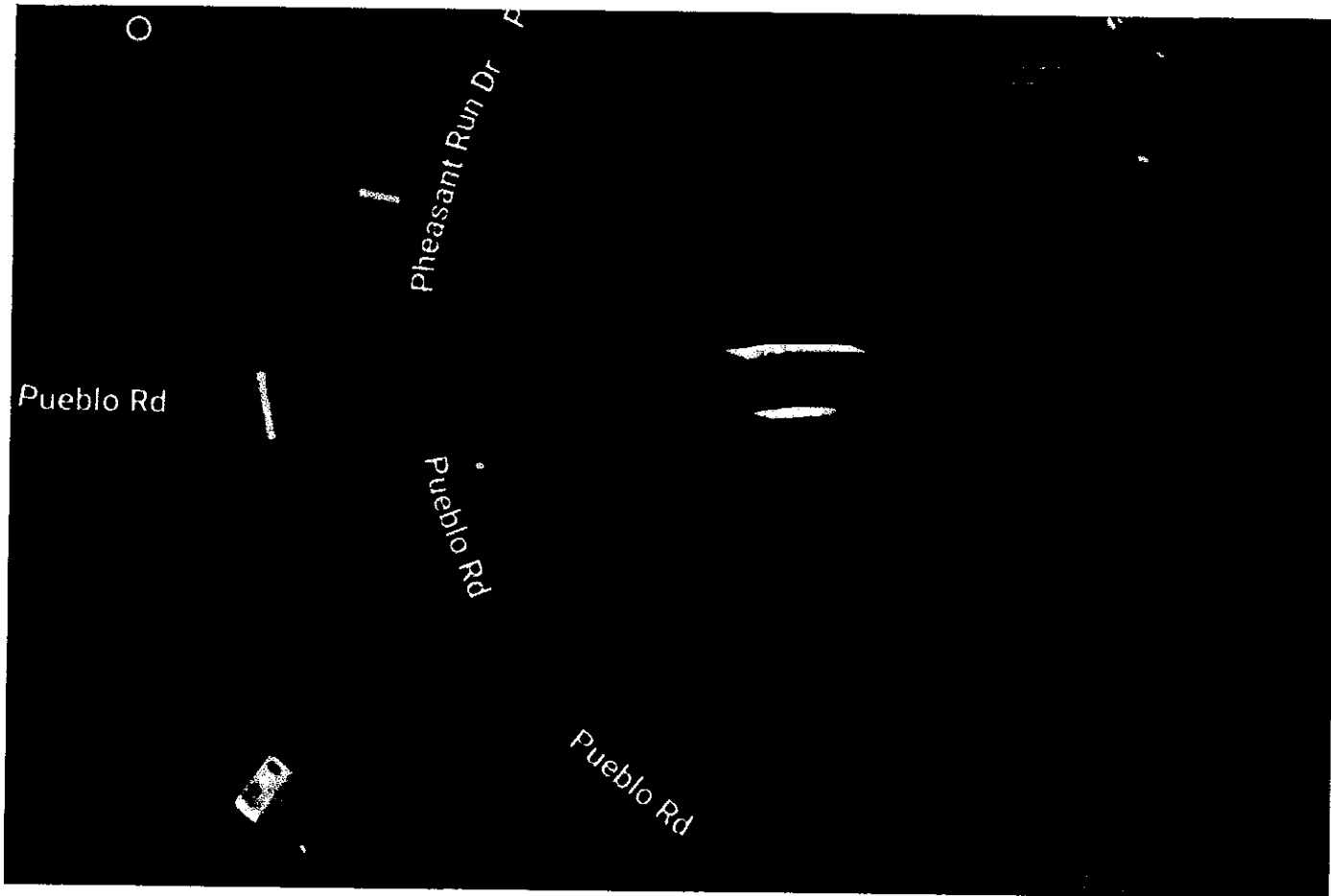
**net buildable site area x Permitted Impervious surface ratio**

Lot Size (sq. ft.)	<b>12,633</b>	(Note: 1 Acre = 43,560 sq. ft.)
Driveway (sq. ft.)	<b>688</b>	
Walkway (sq. ft.)	<b>1,008</b>	
Footprint of dwelling (sq. ft.)		
Garage/Shed/Barn etc. (sq. ft.)	<b>264</b>	
Patio (sq. ft.)		
Pool (sq. ft.)		
Easements/Other (sq. ft.)		
<b>TOTAL EXISTING IMPERVIOUS (sq. ft.)</b>	<b>1,960</b>	
Proposed Impervious (sq. ft.)	<b>216</b>	
<b>TOTAL IMPERVIOUS: (sq. ft.)</b>	<b>2,176</b>	

### IMPERVIOUS COVERAGE

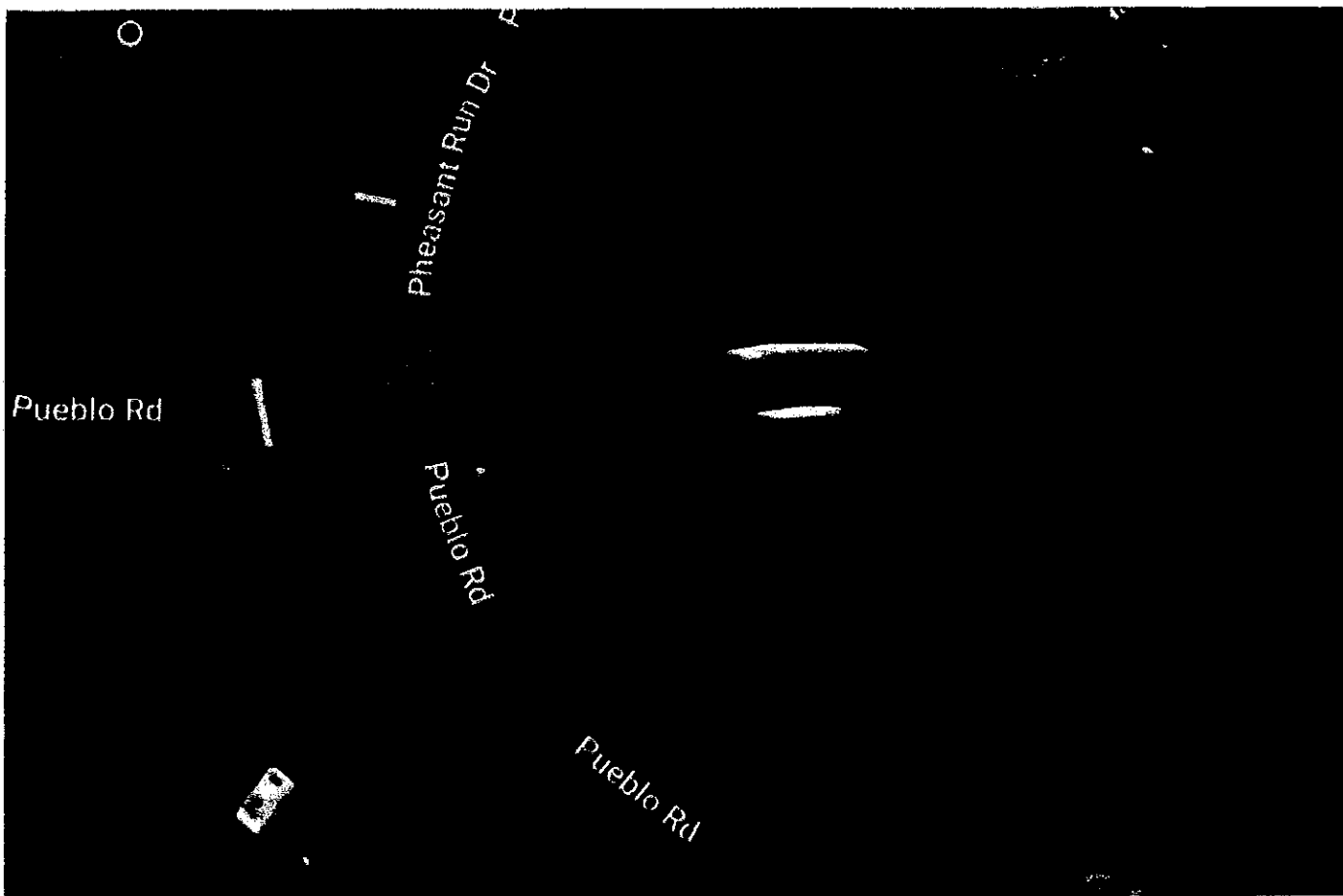
Total Impervious Surface	Proposed % <b>18</b>	sq. ft. <b>2,176</b>
	Allowed %	Sq. ft.





- Shed 12'x18'      Garage 11'x24'
- 18' along existing garage lined up to back of the house.
  - 12' off house/garage.
  - 6' left free space from shed to drive way

300 Pheasant Run Dr Daylestown PA 18901



Shed 12'x18' Garage 11'x24'

- 18' along existing garage lined up to back of the house.
- 12' off house/garage.
- 6' left free space from shed to drive way

300 Pheasant Run Dr Doylestown PA 18901