

**MIDDLETOWN TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

COUNCIL COMMITTEE MEETING

MONDAY, JULY 12, 2021

BEFORE COUNCIL MEETING

6:00 P.M. LAND PLANNING COMMITTEE

- A. Chapter 77 (Building Code) Draft Review
- B. Scott Fisher, Delaware Valley Christian Church, 535 N. Old Middletown Road,
request to purchase adjacent Township owned property.

(Note: No other committee meetings are scheduled)

Chapter 77 – Proposed Building Permit and Occupancy Procedures

Presently there are no regulations in place linking the occupancy or use of any constructed improvements in the Township proposed under a Grading/Excavating Permit, Building Permit or Zoning Permit. In general, this ordinance formalizes the process used by the Township for approval to occupy newly constructed structures or additions to structures and will require verification that all permits issued by the Township have been completed to the satisfaction of the Township prior to approval of occupancy. It also requires professional survey and engineering of larger proposed structures to allow the Township to verify as-constructed structure location, size, and setbacks conform to an approved plan that accurately reflects existing property features and boundaries.

The following is an outline of proposed ordinance provisions:

- Building Permits – Alteration of building/structure; construction/uses requiring Zoning Compliance (excluding those structures falling under the square footage criteria of the Zoning Ordinance); activities identified under Chapter 89, Construction Codes.
- Plot Plan – Survey plan prepared by a registered engineer or surveyor is required for any new structures or dwelling construction and additions to existing structure or dwellings. Plot Plan must show existing property features and property boundaries in the vicinity of the proposed building permit activity.
- Foundation As-Built Survey – field survey of the foundation of constructed improvements (requiring a Building Permit, such as dwelling/structure) must be completed (and reviewed by Township) prior to approval to commence structure installation above the foundation.
- Final As-Built Survey - field survey of constructed improvements including final grading and drainage must be completed (and reviewed by the Township) prior to approval of a Certificate of Occupancy for the constructed improvement.
- Certificate of Occupancy is now required for any: building or structure governed by an approved Building Permit; a change in the use of any existing building, structure, waterbody, or land area; change of a nonconforming use, building or structure authorized by the Zoning Hearing Board.
- Temporary Certificates of Occupancy will be issued for those activities that do not meet the specific criteria for approval of a Certificate of Occupancy (aka Final Certificate of Occupancy) only after the applicant posts a cash “compliance escrow” with the Township to ensure proper completion of any work that does not comply with issued Township permits including Building, Zoning, Grading/Excavating, Street Opening, etc. Escrow is returned upon satisfaction of permit requirements as verified by the Township. Escrow is proposed as \$2,000 (or greater if recommended by Township Staff/Engineer).
- Temporary Certificates of Occupancy Acknowledgement Form – Must be signed by both the property owner and the permit applicant (assuming they are different); gives

consent of owner/applicant to approval of Temporary Certificate of Occupancy and Acknowledges requirements remaining to be achieved to obtain Final Certificate of Occupancy.

- Disclosure Requirements for New Residential Dwellings – Required as a means to notify new home buyers of any restrictions on use of the property being purchased with a new home. Residential Disclosure Statement will be required prior to issuance of Building Permit for a new home.

Other Considerations - Although not included with this proposed ordinance, the following additional regulations/requirements could be considered for implementation by the Township:

- Certificate of Occupancy for the sale of existing dwellings – This regulation would require sellers of existing homes to obtain a Certificate of Occupancy. Such an ordinance would allow the Township to require repairs to existing curb, sidewalk or driveway aprons along a public street frontage prior to sale of an existing home.
- Existing Home Disclosure Requirements - This regulation would require sellers of existing homes to notify potential buyers of any known restrictions on use of their property including known impervious surface area restrictions, floodplains, easements, riparian corridors, completed building permits, etc. While this regulation would help protect existing buyers, it might inadvertently and adversely impact existing home owners, which may be undesirable.

Chapter 275 – Amendments to Section 225, Zoning Permits

Proposed Reduction to UCC Building Square Footage Threshold for Building Permits

- The UCC requires building permits for all accessory structures greater than 1,000 s.f. in size. Therefore, only a zoning permit is required for any structure less than 1,000 s.f.
- Requirements for Zoning permits are much less stringent than what is both currently required and proposed to be required for building permits, meaning there are a number of large accessory buildings in the township that were constructed without building inspection oversight, surveyed plans, etc.
- Staff discussed a reduction in the building square footage threshold for requiring building permits.
- The Zoning Code uses a threshold of 240 s.f. to distinguish between “Class A” accessory structures (240 s.f. or less and height of 14 ft. or less) and “Class B” accessory structures (more than 240 s.f. and more than 14 ft. in height).
- Staff felt that since this square footage was already established in the code, that it could be used to differentiate buildings that would only require a zoning permit (Class A accessory structures) and those that would be held to more stringent requirements and require a building permit (Class B accessory structures).

Other Potential Amendments to Zoning Permitting Section of ZO:

- Expanding types of structures that *formally* require a zoning permit from those currently listed (Carport, detached garage, greenhouses and sheds) to include:
 - pool house.
 - gazebos.
 - pools.
 - walls, fences.
 - signs.
 - decks, patios and sports courts.
 - any other accessory structure of building excluded or exempt from the requirements of the Uniform Construction Code.
- Adding an expiration clause to the permitting requirements, such that an application will expire within one year after the date of issuance if construction has not begun. Requests for extensions would be permitted without additional fees for up to three years.

Chapter 275. Zoning

Article XXXVI. Administration

§ 275-225. Requirements for zoning permits.

[Amended 5-24-2004 by Ord. No. 652; 10-25-2004 by Ord. No. 656]

- A. A zoning permit shall be required prior to the use or change in use of a building or land and prior to the change or extension of a nonconforming use and for the followings structures if the structure has a building area of 1,000 square feet or less and is accessory to a detached one-family dwelling.
- (1) Carport.
 - (2) Detached private garage.
 - (3) Greenhouse.
 - (4) Shed.
- B. A zoning permit shall be required for an agricultural building as defined by the Pennsylvania Construction Code Act of 1999, No. 45.^[1]
[1] *Editor's Note: See 35 P.S. § 7210.101 et seq.*
- C. A zoning permit shall be required for manufactured or industrialized housing certified by the manufacturer to conform to applicable federal and state construction and safety standards, as identified in Section 901 of the Pennsylvania Construction Code Act of 1999, No. 45.
- D. Applications for permits shall be made, in writing, to the Zoning Officer on such forms as may be furnished by the Township. Such application shall contain all information necessary for the Zoning Officer to ascertain whether the proposed erection, alteration, use or change in use complies with the provisions of this chapter.

§ 275-226. Application for zoning permits.

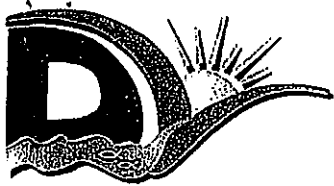
[Amended 5-24-2004 by Ord. No. 652]

- A. An application for a zoning permit shall be made, in writing, by the landowner or his authorized agent on forms furnished by the Township and shall be accompanied by a plot plan drawn to scale, showing the exact size and location of any buildings or other structures existing on the subject lot and the setback lines within which the proposed building or other structure shall be erected or altered and the location of any easements or rights-of-way existing on the lot. In addition, there shall be included with the application such other plans, documents and information as may be necessary to enable the Zoning Officer to ascertain compliance with this chapter and all other pertinent ordinances, codes and regulations.

§ 275-227. Issuance of zoning permits.

[Amended 5-24-2004 by Ord. No. 652]

Zoning permits shall be granted or denied within 30 days after the written application has been filed with the Zoning Officer.



DELAWARE VALLEY
Christian Church

Bruce Clark
Township Council
PO Box 157
Lima, Pa. 19037

August 15, 2011

Greetings Mr. Clark,

We talked with Jack, our zoning officer, about relocating our Church sign closer to Rt. 352. Our goal is to get an easement and move the sign onto the strip of land acquired by the township when the Old Middletown Road intersection with 352 was completed several years ago.

He advised us that the maximum size our new sign can be is 20 square feet and we would need to contact Township Council about moving the sign. Our current sign is in disrepair and we are getting prices to replace it. It will be double-sided and face both directions of traffic.

We are a growing church and exploring all avenues to continue this growth. Obviously, advertising via a well-lit and new sign would be a large help to us. The Penn State Campus signage, for example, is very sizable and eye-catching.

Our proposal is to install our sign on Township land closer to 352 while maintaining any required distance from 352. We would agree to remove the sign at our expense at any time in the future should the land be needed for Township use. This easement should only require minimum paperwork and expense. All permits and other costs would be borne by us.

We would appreciate your considering and approving this proposal. We have been maintaining this land since the intersection change was made and feel this easement would be a thank you for our efforts and expense over the years.

We look forward to your positive response.

Sincerely,

Andrew Cox

Pastor Andrew Cox

P.S. We inquired about having the land deeded to us in the past but were declined. We are still open to that possibility.

535 N. Old Middletown Rd
Media, Pennsylvania 19063

www.delvalcc.org
610-566-0997
(Fax) 610-566-1821

Andrew Cox
Pastor

Michelle Cornell
Treasurer

Kimberly Cox
Child Ministries

PETRIKIN, WELLMAN, DAMICO, BROWN & PETROSA
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

THE WILLIAM PENN BUILDING
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MEDIA, PA 19063

JOSEPH A. DAMICO, JR.
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STEVEN A. COHEN
DENIS M. DUNN*
MARK D. DAMICO
KENNETH D. KYNETT*
H. FINTAN McHUGH*
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MALCOLM B. PETRIKIN
(1934-1995)
JOHN W. WELLMAN
(1961-2002)
STEVEN G. BROWN
(1970-2010)

610-565-2670
FAX 610-565-0178

*ALSO MEMBER NEW JERSEY BAR
^ALSO MEMBER NY BAR and INTERNATIONAL TRADE COURT

April 17, 2012

e-mail: jad@petrikin.com

W. Bruce Clark, Manager
Middletown Township
P.O. Box 157
Lima, PA 19037

RE: Delaware Valley Christian Church –
Proposed Lease Agreement

Dear Bruce:

I am enclosing the following:

1. A draft of a proposed Ordinance permitting the Township to enter into the Lease Agreement.
2. A draft of a proposed Lease Agreement.

This will confirm our telephone conference earlier today, wherein I advised that I had reviewed the background of the Final Land Development Plan for Penn State University, including but not limited to the Zoning Hearing Board hearing on August 25, 2004, to permit the creation of the two lots. The Zoning Hearing Board, among other conditions, imposed that -

"No improvements be constructed on Lot 2 other than the roadway improvements proposed for Lot 2 as described in testimony presented to the Board and reflected on the Subdivision Plan".

Although I question whether or not the proposed Church Sign would be considered an "improvement" to the Property, it would be safer to have the Church place the sign on the grass area of the former bed of the street. If the Church agrees, I

PETRIKIN, WELLMAN, DAMICO, BROWN & PETROSA

Enter Name Here

April 17, 2012

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can amend the enclosed Lease Agreement and Ordinance to include the grass area of the former bed of the street as part of the property being the subject of the Lease Agreement. I would anticipate, under those circumstances, that the Church would take care of the property currently set forth in the Lease Agreement, as well as the grass area of the former bed of the street.

I understand that you will communicate all of the above to the Church and advise me of their decision.

Very truly yours,

A handwritten signature in black ink, consisting of a stylized capital letter 'J' followed by a horizontal line.

JOSEPH A. DAMICO, JR.

JAD,JR.:fms
Enclosures

TOWNSHIP OF MIDDLETOWN
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

what e/s.c
can we do?
1.02 acres

AN ORDINANCE AUTHORIZING MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, TO LEASE 1.02 ACRES OF LAND IN MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, BEING PROPERTY LOCATED AT THE INTERSECTION OF OLD MIDDLETOWN ROAD AND ROUTE 352 IN MIDDLEOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.

The Council of the Township of Middletown, Delaware County, Pennsylvania, hereby ENACTS and ORDAINS as follows:

Section 1. Pursuant to Section 212(8) of the Home Rule Charter and Section 570.B. of the Administrative Code, the Township of Middletown is hereby authorized to Lease \pm 1.02 acres of land located at the intersection of Old Middletown Road and Route 352 in Middletown Township, Delaware County, Pennsylvania, to Delaware Valley Christian Church for the placement of an identity sign. The land to be leased is more particularly described on Exhibit "A" attached hereto and made a part hereof.

Section 2. The Township Manager and Township Solicitor are authorized to take any and all steps necessary for the leasing of the above property.

Section 3. The Lease must be approved by Township Council.

Section 4. This Ordinance shall be effective on the thirty-first day after its enactment.

ENACTED AND ORDAINED this day of A.D. 2012.

TOWNSHIP OF MIDDLETOWN

BY: _____
Scott D. Galloway
Chairman of Council

ATTEST: _____
W. Bruce Clark,
Manager



Delaware County, Pennsylvania

Rich in Culture, History, and Commerce

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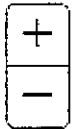
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MIDDLETOWN TOWNSHIP

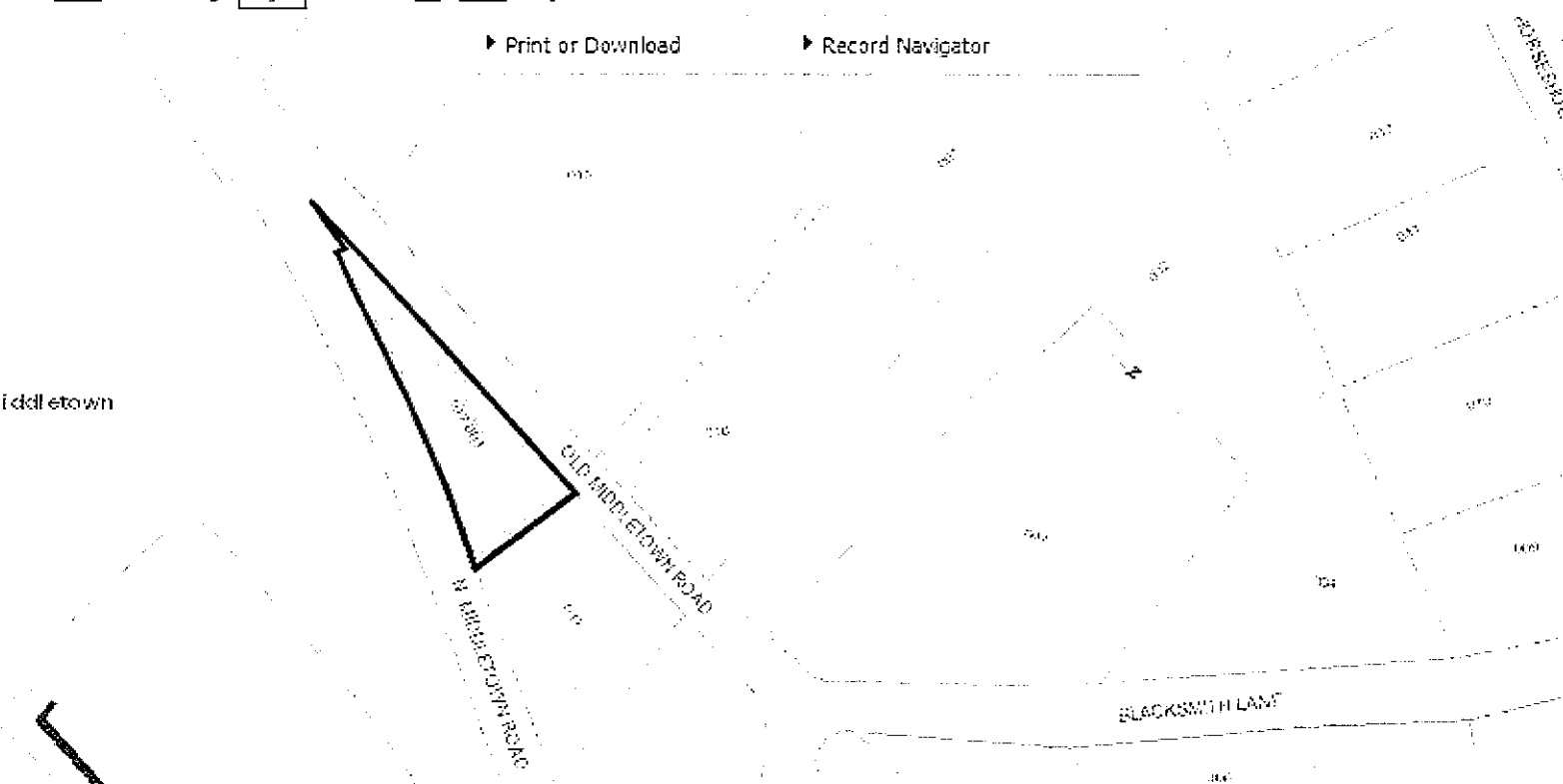


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Middletown



LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____ 2021, by and between Middletown Township, 27 North Pennell Road, Lima, Delaware County, PA 19037 (Middletown) and Delaware Valley Christian Church, a Pennsylvania Non-Profit Corporation, with a registered Address at 535 N. Old Middletown Road, Media, PA 19063 (the Church).

BACKGROUND STATEMENT

Middletown is the owner of a 1.02 vacant parcel of land at the intersection of Old Middletown Road and Route 352 in Middletown Township, Delaware County, PA, (Folio No. 27-00-01586-01) a legal description of which is attached hereto, made a part hereof, and marked Exhibit "A" (the Property).

The Deed for the Property is dated March 30, 2005 and is recorded in the Office of the Recorder of Deeds of Delaware County, PA in Book 3457, Page 0110.

The Property is vacant and due to its narrow shape, cannot be developed.

The Church mows the lawn on the Property and otherwise maintains the Property.

The Church owns an adjacent parcel of land and has requested that Middletown lease the Property to the Church for an identification sign (the Church Sign) the Church has agreed to mow the lawn and otherwise maintain the Property for the term of this Lease Agreement.

Middletown has agreed to lease the Property to the Church for the Church Sign, subject to certain conditions set forth in this Lease Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Middletown and the Church agree that the above Background Statement is hereby made a part of this Lease Agreement.

2. Middletown hereby rents to the Church the Property for the purpose of the Church placing the Church Sign on the Property. The Property shall not otherwise be developed by the Church. This Lease Agreement is conditioned upon the Church submitting Sign Plans to Middletown and Middletown approving the Sign Plans.

3. This Lease Agreement shall be for an initial term commencing on the date of this Lease Agreement and extending until December 31, 2021 and thereafter continuing on a year to year basis, unless either Party cancels this Lease Agreement by providing the other Party written notice of cancellation at least sixty (60) days prior to December 31 of the year of cancellation.

4. The rental shall be One Dollar (\$1.00) per year or part thereof, the receipt and sufficiency of which is acknowledged herein.

5. During the term of this Lease Agreement, the Church shall mow the lawn and otherwise maintain the Property in good condition. The Church shall also maintain the Church Sign and keep it in good order and repair.

6. Prior to execution of this Agreement by Middletown, the Church will provide Middletown with a Certificate of Comprehensive General Liability Insurance evidencing liability coverage for the Property with minimum limits of two million dollars, naming Middletown, its agents, employees and assigns as additional insureds. The Policy and Certificates of Insurance shall provide that

the insurance for the Property shall not be modified, cancelled, reduced or allowed to lapse, except upon thirty (30) days prior written notification (by Certified Mail, Return Receipt Requested) to Middletown.

7. The Church shall indemnify, defend and hold Middletown harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising out of or from any occurrence in, upon or at the Property or any part thereof occasioned wholly or in part by any negligence or other wrongful act or omission of the Church, its contractors, agents, employees, servants, licensees or invitees or any failure of the Church to perform or comply with the covenants, terms, conditions, agreements and limitations contained in this Lease Agreement. In the event Middletown is made a party to any litigation in connection with this Lease Agreement commenced by or against the Church, then the Church shall indemnify, defend and hold Middletown harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Middletown in connection with such litigation, except for a successful action commenced by the Church against Middletown.

8. The Church agrees to remove the Church Sign within thirty (30) days after the termination date of this Lease Agreement.

9. The Property is presently exempt from real estate taxation. The Church agrees to assume and pay any and all real estate taxes which may be levied upon the Property as a result of this Lease Agreement.

10. The Church, at its sole cost and expense, shall be responsible for obtaining all necessary permits and approvals which may be necessary to place the Church Sign upon the Property.

11. The Church shall not assign this Lease Agreement or sublet the Property, or any part thereof.

12. The Church agrees to pay to Middletown the costs incurred by Middletown for legal, engineering and advertising related to the Middletown Ordinance permitting Middletown to enter into this Lease Agreement and the drafting of this Lease Agreement and matters related thereto.

13. All Notices or other communications given hereunder shall be deemed sufficiently given or rendered only if in writing and delivered in person or sent by Registered or Certified Mail, Postage Prepaid, Return Receipt Requested, or sent by nationally operating overnight courier service, addressed as follows:

If to Middletown:

**Middletown Township
P.O. Box 157
Lima, PA 19037**

Attention: Township Manager

If to the Church:

**Delaware Valley Christian Church
535 N. Old Middletown Road
Media, PA 19063**

14. This Agreement constitutes the entire Agreement between the Parties and cannot be amended or altered unless in writing and signed by both Parties.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement
the day and year above written.**

MIDDLETOWN TOWNSHIP

**BY: _____
Mark Kirchgasser
Council Chairman**

**ATTEST: _____
John McMullan
Township Manager**

DELAWARE VALLEY CHRISTIAN CHURCH

BY: _____

ATTEST: _____