



**COLLEGE TOWNSHIP PLANNING COMMISSION**  
**REGULAR MEETING AGENDA**  
**Tuesday, August 19, 2025**  
**7:00 PM**  
**Hybrid Meeting (In-Person or via Zoom)**

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**General Meeting Information**

College Township offers both in-person and virtual meeting attendance for all public meetings. To attend in-person, meetings will be held at 1481 E. College Avenue, State College PA, 16801, 2nd floor meeting room. To attend virtually, please see the information below.

**To Attend the LIVE Meeting Via Zoom on Computer or Smart Phone:**

- [Click here to REGISTER for the meeting via Zoom](#). Once registered, you will receive a confirmation email containing information about joining the meeting.

**To Attend the LIVE Meeting Via Phone:**

- **Dial: 1 (646) 558-8656 ● Meeting ID: 865 0310 7787 ● Passcode: 861519**

\*[Click Here](#) for detailed instructions on how to participate via zoom.

**VIRTUAL PUBLIC COMMENTS:** Please use the raised hand feature to participate. The moderator will recognize those with their hands raised (either by name or phone number).

**WRITTEN PUBLIC COMMENTS:** For specific Planning Commission agenda items and for items not on the agenda, written public comments may be submitted in advance by emailing [smeyers@collegetownship.org](mailto:smeyers@collegetownship.org) by noon the day of the meeting.

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**CALL TO ORDER:**

**ZOOM MEETING PROTOCOL:**

**OPEN DISCUSSION (items NOT on the agenda):**

**CONSENT AGENDA:** CA-1 August 5, 2025 Meeting Minutes  
(Approval)

**PLANS:** None

**OLD BUSINESS:** OB-1 Hybrid/Form Based Code  
a. Review of Parking  
(Discussion)

**NEW BUSINESS:** NB-1 Chapter 170: Signs – Remand from Council

**REPORTS:** R-1 Council Report  
R-2 Centre Region Planning Commission Update

**STAFF INFORMATIVES:** SI-1 Zoning Bulletin  
SI-2 Approved Council Minutes  
SI-3 EZP Update  
SI-4 St. Ives Canterbury Crossing – CT Resident Correspondence

**OTHER MATTERS:**

**ANNOUNCEMENTS:** Next regular meeting will be **Tuesday, September 2, 2025** at 7:00pm

**ADJOURNMENT:**



**COLLEGE TOWNSHIP PLANNING COMMISSION**  
**REGULAR MEETING MINUTES**  
**August 5, 2025**  
**1481 E. College Avenue State College PA 16801**  
**Hybrid Meeting (In-Person or via Zoom)**

<b>PRESENT:</b>	Ed Darrah, Chair Matthew Fenton, Vice Chair Peggy Ekdahl, Secretary Ray Forziat Ash Toumayants
<b>EXCUSED:</b>	Suleman Din Tad Rimmey
<b>STAFF PRESENT:</b>	Don Franson, P.E., P.L.S., Township Engineer Lindsay Schoch, AICP, Principal Planner Mark Gabrovsek, Zoning Officer Keri Miller, Economic Development Coordinator Sharon Meyers, Senior Support Specialist – Engineering/Planning
<b>GUEST:</b>	Evan Heiser, Penn Terra Engineering

**CALL TO ORDER:** Mr. Darrah called the meeting to order at 7:00 p.m.

**ZOOM MEETING PROTOCOL:** Mr. Darrah verified there were members of the public present via Zoom. Ms. Schoch reviewed the Zoom meeting protocol.

**OPEN DISCUSSION:** Mr. Fenton questioned the withdrawal of the Centre Hills Country Club Plan. Mr. Franson verified the plan has been formally withdrawn with no reason provided.

**CONSENT AGENDA:**

**CA-1 July 15, 2025 PC Meeting Minutes**

*Mr. Forziat moved to approve the July 15, 2025 meeting minutes as written.*

*Mr. Toumayants seconded.*

*Motion carried unanimously.*

**PLANS:**

**P-1 St. Ives Canterbury Crossing Final Planned Residential Plan**

Ms. Schoch introduced the Final Plan for St. Ives Canterbury Crossing, noting that no action by the Planning Commission is required since this is a final submission. Mr. Gabrovsek added that the presentation is for informational purposes only.

Mr. Evan Heiser of Penn Terra Engineering introduced himself and explained that this phase of the Canterbury Crossing development was originally approved in 2007 or 2008. The current proposal includes several minor revisions. The plan outlines five buildings comprising a total of 26 townhomes, designed to be consistent with a more recent phase along Brandywine Drive.

Mr. Heiser noted that infrastructure adjustments are included at the request of the fire chief; specifically, modifications to the boulevard entrances to improve emergency vehicle access. Additionally, the proposed changes will result in a reduced overall stormwater flow rate.



The Planning Commission had no comments. Township staff requested that Mr. Heiser coordinate with the Township Zoning Officer and Centre County 9-1-1 to ensure proper addressing is established prior to plan recording.

**OLD BUSINESS:**

**OB-1 Hybrid/Form Based Code**

**a. Review of Height & Façade**

Ms. Schoch introduced the topic and reviewed two proposed definitions for the term “masts”. Following discussion, the Commissioners agreed that *no structure may extend more than twenty feet above the roofline*. Ms. Schoch then reviewed the staff recommendation pertaining to the façades of parking structures. The Planning Commission recommended *eliminating the requirement for liner buildings and clarify the consistency of façades on all sides visible from the public rights-of-way*.

**OB-1 Hybrid/Form Based Code**

**b. Lot Coverage**

Ms. Schoch reviewed the difference between lot area and lot coverage. During the discussion, the definition of lot coverage was clarified to reflect *the percentage of net/developable lot area covered by all impervious surfaces*, not solely building footprints. The Planning Commission found staff’s recommended lot coverage limits to be reasonable but noted that further discussion is necessary for special districts. The Planning Commission reached the following consensus:

District	Maximum Lot Coverage
Mixed-Core Single Family	75%
Mixed-Core Multifamily/Nonresidential	90%
Mixed-Neighborhood Single Family	70%
Mixed-Neighborhood Multifamily/Nonresidential	85%

**OB-1 Hybrid/Form Based Code**

**c. Introduction to Stormwater & Parking**

Ms. Schoch presented a memo from the Assistant Township Engineer regarding Stormwater Management. Township staff recommends adding a reference to Chapter 175: Stormwater, rather than including detailed provisions within the hybrid code. The Planning Commission requested clarification on applicability and exemptions and reached consensus to *include a reference to Chapter 175: Stormwater in the Draft Hybrid Code*.

Ms. Schoch then introduced the topic of parking, highlighting a table comparing parking requirements in the current ordinance and the proposed draft ordinance. The Planning Commission requested an additional chart that outlines parking requirements specifically within residential districts, both current and proposed.

As the discussion progressed, the Commissioners developed a list of follow-up questions for staff to address at a future meeting:

- Will College Township develop a parking authority?
- Is the maximum parking requirement sufficient?
- How many square feet is Sam’s Club, and how many parking spaces are currently allotted?
- How will on-street be considered or factored into the overall parking requirement?
- Will on-street parking be free or metered?
- Who will enforce or oversee parking regulations?
- What data supports the amount of land designated for parking and its ability to meet daily accessibility needs?

**NEW BUSINESS:** No *New Business* presented.



**REPORTS:**

**R-1 Council Report**

Mr. Fenton gave a brief report of the July 17<sup>th</sup> Council meeting. Council reviewed the Greystar Student Housing Sketch Plan that the Planning Commission reviewed at their July 15<sup>th</sup> meeting.

**STAFF INFORMATIVES:**

**SI-1 Zoning Bulletins**

Mr. Fenton pointed out the *Around the Nation* section of the Issue 13 bulletin provided in the meeting packet highlights a study showing how form-based coding approvals support walkability.

**SI-2 Approved Council Meeting Minutes**

There was no further discussion of the Approved Council Meeting Minutes provided.

**OTHER MATTERS:** No *Other Matters* presented.

**ANNOUNCEMENTS:**

Mr. Darrah announced the next meeting will be held on Tuesday August 19, 2025 at 7:00 p.m.

**ADJOURNMENT:**

*Mr. Toumayants moved to adjourn.*

*Mr. Forziat seconded.*

*Motion carried unanimously.*

Meeting adjourned at 8:33 p.m.

**\*\* Draft \*\***

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Sharon E. Meyers  
Senior Support Specialist – Engineering/Planning



# COLLEGE TOWNSHIP

## MEMORANDUM

**To:** College Township Planning Commission

**From:** Lindsay K. Schoch, AICP | Principal Planner

**Date:** August 15, 2025 (For Discussion at the August 21 Planning Commission Meeting)

**Re:** Staff Recommendations & Follow-up – Parking

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### **Introduction:**

The Hybrid Code Team recently met to review parking in the Dale Summit area. Much like stormwater, as discussed at the August 5 meeting, parking is a fundamental requirement within the code structure—but how it is met can vary significantly based on the intended development pattern and placemaking.

The key recommendation that came from the team meeting was eliminating some minimum parking requirements to better align with the Dale Summit Area Plan’s Vision for compact, pedestrian-oriented, mixed-use development.

Along with the foregoing, the team also discussed some of the key drivers behind the proposed zoning change, these span from excess supply of parking; housing affordability; development costs; health benefits; and generational preferences. The team also discussed free parking versus paid parking and building flexibility into the code regarding parking minimums and maximums.

As has been noted in various meetings, the move to a hybrid form-based code is one that serves to address generational preference shifts. The rising generations (Xennials, Millennials, Gen Z, etc.) are noted to value walkability, housing choice, and unique public spaces. The intent in the proposed code is not to remove parking entirely from this mix, but to “right-size” it—through reduction in excessive minimums and adjusting maximums that will better allow developers to creatively meet community needs.

The following tables highlight residential and commercial uses and the parking standards that go along with those uses.

Please note, the current College Township Code sets forth regulations for all types of commercial uses (from barber shops to video rentals); but the Hybrid Code works to simplify these requirements. Therefore staff has grouped uses, into Residential and Commercial / Mixed-Use. Industrial uses are also permitted in Dale Summit and those will be accommodated within the proposed code.

### **Staff Recommendation:**

Refer to the tables on the following page for Staff’s recommendations regarding parking requirements in Dale Summit.

Existing Parking Regulations:		
Residential Uses		
Single Family, Duplex, Townhouse:	Multi-Family Residential (1 or more bedrooms):	
2/dwelling unit (min)	1/Bedroom (min)	
Commercial Uses		
Range: 1/200 to 1/500 Minimum (5/1000 to 2/1000)*		
Range: 1/100 to 1/250 Maximum (10/1000 to 4/1000)		
*Converted to uniform square foot calculation		
Proposed Parking Regulations / Staff Recommendations		
Residential Uses		
	1 & 2 Dwelling Units per lot	Over 2 Dwelling Units per lot
<b>Mixed Neighborhood</b>	2/unit	2/unit
<b>Mixed Core</b>	2/unit	1/unit
Commercial Uses / Mixed Use		
<b>Mixed Neighborhood</b>	2/1000 (min) 4/1000 (max)	
<b>Mixed Core</b>	No Minimum 3/1000 (max)	
<b>Lodging</b>	1/room + 1/3 staff	

End of Memo



# COLLEGE TOWNSHIP

## MEMORANDUM

**To:** College Township Planning Commission  
**From:** Lindsay K. Schoch, AICP | Principal Planner  
**Date:** August 15, 2025  
**Re:** Parking Example – Sam’s Club

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**The Planning Commission’s Request:**

Per the request of the PC, staff looked at the Sam’s Club development in College Township. We considered Sam’s Club as if it were a standalone Use (currently, Sam’s Club and Wal-Mart share parking between the uses). We determined the building square footage; applied the current code requirements; the proposed code requirements; and counted the parking that currently exists on the property. The table below highlights the preceding information.

Sam’s Club Parking Table						
Name	Building (sq. ft.)	Current Code		Proposed Code		Existing Parking
Sam’s Club	114,387 sq. ft.	1/350 min =	1/250 max =	Mixed Neighborhood: 2/1000 min =	Mixed Neighborhood: 4/1000 max =	245 stalls = 2.14/1000
		<b>327 stalls</b>	<b>458 stalls</b>	<b>229 stalls</b>	<b>458 stalls</b>	
				Mixed Core: No Minimum	Mixed Core: 1/3000 = <b>343</b>	

College Township staff will be prepared to discuss other examples as necessary with the Planning Commission and provide visuals to help better understand the proposed parking requirements set forth in the Dale Summit Area Hybrid/Form-Based Code.

End of Memo.



# COLLEGE TOWNSHIP

## MEMORANDUM

**To:** College Township Planning Commission

**Thru:** Mike Bloom, Assistant Township Manager

**From:** Lindsay K. Schoch, AICP | Principal Planner

**Re:** Remand – Chapter 170 (Signs)

**Date:** August 14, 2025 (For Review at the August 19, 2025 Planning Commission Meeting)

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### Introduction:

The following information is submitted for the Planning Commission's review and ultimate recommendation back to Council. In addition to the following Remand Letter, staff have *attached Chapter 170 (Signs)* for the Planning Commission's information in anticipation of the upcoming discussion.

### The Remand:

In early June, staff met with Penn State University (PSU) Athletics regarding limitations on signage permitted under the current Sign Ordinance. Specifically, PSU Athletics expressed the need for revisions to the signage ordinance that will better accommodate large-scale entertainment venues, such as Beaver Stadium and other facilities within the same zoning district/area.

Currently, signs are calculated based on the overall square footage of the building. While this methodology is generally effective, it does not account for the needs of expansive facilities such as stadiums, arenas, and event centers, where visibility, wayfinding, and branding require significantly more signage than is currently permitted.

Several other large venues located within this same general area (University Planned Districts – UPD) will likely face the same limitations under the current ordinance. These constraints could hinder the ability of such facilities to effectively communicate with patrons, manage large-scale events and provide for the desired attendee experience.

Council requests that the Planning Commission consider this matter and provide a recommendation on possible sign ordinance revisions. Based on initial review, there appears to be four (4) potential paths forward for an amendment:

1. **Township-Wide Amendment** – Amend Chapter 170 (Signs) to increase allowances for large-scale entertainment/event venues, amendments to Chapter 170 would apply across all zoning districts. This approach may provide flexibility and future benefits, particularly as the Township transitions to a Hybrid/Form-Based Zoning framework in Dale Summit.
2. **UPD Specific Amendment** - Amend signage regulations applicable only to the University Planned District (UPD) to address the needs of Penn State University event venues.

3. **Hybrid Amendment** – Consider the pros and cons of options 1 and 2 and prepare an amendment that sets a general framework for large-scale entertainment/event venues, which could balance broad flexibility with some targeted regulations.
  
4. **Do Nothing** – Make no changes to the current signage regulations in Chapter 170, maintaining existing limitations for all venues.

Council is mindful that a township-wide amendment to Chapter 170 may provide broader benefits and flexibility for other evolving commercial or event-related uses throughout College Township. However, more targeted amendments specific to venues in the UPD, which could be more focused in addressing the unique nature of PSU's venues without any potential unintended consequences of a township-wide amendment.

Council is remanding this matter to the PC for review and recommendation on the most appropriate course of action to support signage needs for large event venues while maintaining consistency with overall Township planning and community development goals.

**Chapter 170**

**SIGNS**

	<b>ARTICLE I</b>	<b>§ 170-15.</b>	<b>Time limits.</b>
	<b>General Provisions</b>		
<b>§ 170-1.</b>	<b>Title.</b>		<b>ARTICLE V</b>
<b>§ 170-2.</b>	<b>Purpose.</b>		<b>Safety and Maintenance</b>
<b>§ 170-3.</b>	<b>Applicability.</b>	<b>§ 170-16.</b>	<b>Compliance with applicable standards required.</b>
<b>§ 170-4.</b>	<b>Definitions.</b>		
<b>§ 170-5.</b>	<b>Measurements and calculations.</b>		
<b>§ 170-6.</b>	<b>Sign classifications.</b>		<b>ARTICLE VI</b>
<b>§ 170-7.</b>	<b>Sign content.</b>		<b>Administration</b>
	<b>ARTICLE II</b>	<b>§ 170-17.</b>	<b>Procedure.</b>
	<b>Exempted and Prohibited Signs</b>	<b>§ 170-18.</b>	<b>Sign permits.</b>
		<b>§ 170-19.</b>	<b>Sign licenses.</b>
<b>§ 170-8.</b>	<b>Exempted signs.</b>	<b>§ 170-20.</b>	<b>Permissible signage within public property, rights-of-way or utility poles.</b>
<b>§ 170-9.</b>	<b>Prohibited signs.</b>		
	<b>ARTICLE III</b>	<b>§ 170-21.</b>	<b>Signage master plan.</b>
	<b>Permanent Signs</b>	<b>§ 170-22.</b>	<b>Nonconforming signs.</b>
<b>§ 170-10.</b>	<b>Freestanding signs.</b>		<b>ARTICLE VII</b>
<b>§ 170-11.</b>	<b>Building signs.</b>		<b>Enforcement</b>
<b>§ 170-12.</b>	<b>Electronic or digital signs.</b>	<b>§ 170-23.</b>	<b>Enforcing officials; duties.</b>
<b>§ 170-13.</b>	<b>(Reserved)</b>	<b>§ 170-24.</b>	<b>Violations and penalties.</b>
	<b>ARTICLE IV</b>	<b>§ 170-25.</b>	<b>Enforcement procedure.</b>
	<b>Temporary Signs</b>	<b>§ 170-26.</b>	<b>Appeals.</b>
<b>§ 170-14.</b>	<b>Requirements and design regulations.</b>	<b>§ 170-27.</b>	<b>Severability.</b>

**[HISTORY: Adopted by the Township Council of the Township of College 5-19-2005 by Ord. No. O-05-09; amended in its entirety 1-18-2018 by Ord. No. O-18-01. Subsequent amendments noted where applicable.]**

**GENERAL REFERENCES**

Numbering of buildings — See Ch. 85.

University Planned District — See Ch. 188.

Ordinance enforcement — See Ch. 136.

Zoning — See Ch. 200.

Solicitors and temporary businesses — See Ch. 171.

Fees — See Ch. A203.

ARTICLE I  
General Provisions

**§ 170-1. Title.**

This chapter shall be referred to as the "Sign Ordinance of College Township."

**§ 170-2. Purpose.**

It is not the purpose or intent of this sign ordinance to regulate the message displayed on any sign; nor is it the purpose or intent of this chapter to regulate any building design or any display not defined as a sign, or any sign which is contained within a building. The purposes of the regulations contained in this chapter are to:

- A. Regulate the number, location, size, type, illumination and other physical characteristics of signs with the Township in order to promote public health, safety and welfare.
- B. Maintain, enhance and improve the aesthetic environment of the Township by preventing visual clutter resulting from competition among signs.
- C. Improve the visual appearance of the Township while providing for effective means of communication, consistent with constitutional guarantees and the Township's goals of public safety and aesthetics.
- D. Encourage signs which are attractively designed in order to enhance the economic value as well as the visual character of the various parts of the community.

**§ 170-3. Applicability.**

All signs, as defined herein, shall comply with the regulations contained within this chapter. With the exception of signs listed in Article II, no sign may be constructed, installed, posted, displayed or modified without first obtaining a sign permit approving the proposed sign's size, design, and location, as well as a license in accordance with Article VI, Administration, of this chapter. In addition, all applicants proposing signs with electrical wiring must obtain a building permit through Centre Region Code Administration as applicable pursuant to Chapter 82, Building and Construction Code and Chapter 100, Electrical Standards.

**§ 170-4. Definitions.**

The following words and phrases, when used in this chapter, shall have the following meanings given:

A-FRAME SIGN — A single- or double-faced sign used only on a temporary basis and commonly called a "sandwich board." See Figure 1.



Figure 1

ARTERIAL STREET — A major street with fast or heavy traffic of considerable continuity used primarily as a traffic artery connecting two or more neighborhood areas. Primary arterial streets extend through the entire urban area, while secondary arterial streets extend through only a portion of the area. Design,

standards and classification as such shall be in accordance with Chapter 177, Streets and Sidewalks, as amended.

**AWNING** — A roof-like shelter of canvas or other material extending over a doorway, from the top of a window, over a deck, etc., in order to provide protection from the weather.

**BANNER** — Any sign made of cloth, plastic or similar material used only on a temporary basis. See Figure 2.



Figure 2

**BUILDING SIGN** — Any sign affixed to a building or similar structure on a permanent basis, including to a wall, parapet, canopy, roof or awning.

**CANOPY** — A rigid structure, other than an awning, that is permanently attached to a building or structure, usually covering a sidewalk, walkway, or drive-through area.

**CARRIED SIGN** — An exempt sign carried by a person on a temporary basis. See Figure 3.



Figure 3

**COLLECTOR STREET** — A major street which carries traffic from local streets to arterial streets. Design, standards and classification as such shall be in accordance with Chapter 177, Streets and Sidewalks, as amended.

**COMMERCIAL ADVERTISEMENT** — The display of the name of any business, institution, or professional establishment, logo of such or the description and/or prices of items or services available.

**DEVELOPMENT** — Any subdivision or land development activity as defined by the Pennsylvania Municipalities Planning Code.<sup>1</sup>

**DEVELOPMENT, NONRESIDENTIAL** — A development in which the use of land or structures does not include any space designated to be used for human habitation with the exception of hotels/motels, nursing and convalescent homes, hospitals and other similar facilities. For the purposes of this chapter a building with a mix of residential and nonresidential uses shall be considered nonresidential if the entire ground floor is devoted to nonresidential use.

**DEVELOPMENT, RESIDENTIAL** — A development which only contains one or more residential buildings. This term shall not apply to an individual lot containing a single-family house or duplex as defined in § 200-7, Definitions.

**ELECTRONIC OR DIGITAL SIGN** — Any sign or portion thereof which is composed of a series of lights,

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1. Editor's Note: See 53 P.S. § 10101 et seq.

including light-emitting diodes, fiber optics, or other similar technology which has the ability to change the message or display of the sign face. See Figure 4.



Figure 4

**FLAGPOLE** — A pole or staff from which a flag is hung.

**FLAGS** — Any fabric or other flexible material attached to or designed to be flown from a flagpole or similar device.

**FREESTANDING SIGN** — A sign that is not attached to a building and which is supported permanently upon the ground by poles, pedestals or braces. Such signs include what are commonly called "ground pole and monolith signs."

**GROSS FLOOR AREA** — The sum of the gross horizontal areas of all floors of a building measured from the exterior face of exterior walls, or from the center line of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles or any space where the floor-to-ceiling height is less than six feet.

**HEIGHT OF SIGNS** — The vertical distance measured from the average ground level immediately below a sign to the highest point of the sign and its supporting structure.

**HOSPITAL** — A business or nonprofit establishment for the diagnosis, treatment and other care of the general public through an organized medical staff which is primarily engaged in providing twenty-four-hour-a-day inpatient care. The establishment shall be licensed by the Pennsylvania Department of Health, accredited by the Joint Commission on Accreditation of Health Care Organizations as a hospital and have as its mission the provision of acute care medical and nursing services to the injured, disabled, pregnant, diseased, sick or mentally ill persons and/or the provision of rehabilitation services for such persons and to provide further services which promote good health and well-being of people.

**INFLATABLE SIGN** — An inflated, nonporous sign filled with air or other gas that is mounted to a structure, cord, cable or rod or staked to the ground. See Figure 5.



Figure 5

**INTERIOR SIGN** — Any sign which is located in the interior of a building or affixed to the inside of a window.

**LAND PLANNING UNIT** — A unit of analysis for planning purposes, not to exceed a certain acreage defined by district requirements. Boundaries of a land planning unit are to be determined by natural or other physical features that result in a contiguous land area.

**LOT** — A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

**MARQUEE** — A roof-like structure projecting from the wall of a building (such as on a hotel or theatre), usually over the entrance to a building.

**MOVABLE SIGN** — A sign which is erected upon a structure having wheels, rollers or other means of facilitating movement from one location to another.

**NITS** — The measure of the light emanating from an object and is used to quantify electronic sign brightness which is calculated by the total amount of light emitted from a sign divided by the surface area of the sign measured as candelas per square meter ( $\text{cd/m}^2$ ).

**NONCONFORMING SIGN** — Any sign existing and lawful at the time of the passage of this chapter that does not conform in use, location, height or size with the regulations or district in which such a sign is located.

**NONRESIDENTIAL** — Includes all uses which do not include any space designated to be used for human habitation with the exception of hotels/motels. A building with a mix of uses shall be considered nonresidential for the purposes of this chapter if the entire ground floor is devoted to nonresidential use.

**OWNER** — The legal or beneficial owner(s) of land, including the holder of an option or contract to purchase, whether or not such option or contract is subject to any condition; a lessee, if he is authorized under the lease to exercise the rights of the owner; or other persons having a proprietary interest in the land shall be deemed to be an owner for the purpose of this chapter; landowner.

**PARAPET** — The extension of the main walls or a false wall of a building above the roofline.

**PERMANENT SIGN** — Any sign which remains in place for more than 60 days.

**PRIVATE STREET** — A privately owned corridor which provides motor vehicle access to two or more lots.

**PROPERTY** — An area of land held in single and separate ownership, with a tax parcel code assigned, which may have one or more premises or dwelling units located on it. "Property" includes "tract," "parcel," and "lot."

**RIGHT-OF-WAY** — A corridor of land set aside for use, in whole or in part, by a street.

**ROOF** — A structural covering over any portion of a building or structure including projections beyond the walls or supports of the building or structure.

**SIGN** — Any permanent or temporary structure or part thereof or any device attached, painted or represented, directly or indirectly, on a support structure or other surface that displays or includes any letter, word, insignia, flag or representation used as or which is in the nature of an advertisement, announcement, visual communication, direction or which is designed to attract the eye or bring the subject to the attention of the public.

**SIGN AREA** — The area of the sign face. All visible faces of a multifaced sign shall be counted separately and totaled together in calculating sign area. See § 170-5, Measuring sign area, for detailed information on measuring area of a sign face.

**SIGN FACE** — The surface area on a sign where advertising copy is displayed, which shall include all lettering as well as any ornamental strip, border or design around the edges of the lettering.

**SIGN STRUCTURE** — The portion of the sign which supports the sign face.

**SUBDIVISION** — The division or redividing of a lot, tract or parcel of land by any means into two or more lots, tracts, parcels or other division of land, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership or building or lot development; provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than 10 acres not involving any new street or easement of access or any residential dwelling shall be exempted.

**TEMPORARY SIGN** — A sign which is not exempt pursuant to § 170-8, Exempt Signs, that is intended

for a limited period of display, no greater than 60 days per calendar year. Such signs include but are not limited to A-frame signs, banners, blade signs, inflatable signs, movable signs and the like.

WALL — The vertical exterior surface of a building or structure.

### § 170-5. Measurements and calculations.

For the purposes of this chapter, calculating sign area, sign height, and number of signs shall be calculated as follows.

- A. The area of freestanding sign shall include the entire area within a single contiguous perimeter enclosing the outer limits of such sign. This form is defined by the extreme limits of lettering, representations, emblems or other figures together with all surrounding material, color, lighting, trim or ornamentation that either form the integral part of the display or differentiate the sign from the background where it is placed. Architectural features, structural supports or other similar sign embellishments that are part of the freestanding sign, but are not an integral part of the sign shall not be included in calculating the sign area. See Figure 6.

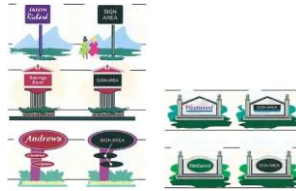


Figure 6. Measuring the sign faces of freestanding signs

- B. Unless specifically noted, all visible faces of a multifaced sign shall be counted separately and totaled together in calculating area.
- C. When individual lettering, logos and/or figures are mounted and/or painted directly on a wall, canopy, awning, marquee or parapet, the sign area shall be measured by the smallest single geometric shape that can circumscribe all of the lettering, logos and/or figures as well as any ornamental strip, border or design around the edges of the lettering. In the case of a sign with mixed case lettering, the geometric shape shall be drawn around either the ascenders or descenders, but not both. See Figure 7.



Figure 7. Measuring the sign area of signs with no background

- D. Double-faced freestanding signs shall be oriented in a manner that the angle of orientation of each sign face is no greater than 90° as measured from the back of each sign face. Where sign faces are oriented in a manner greater than 90°, as measured from the back of each sign face, the sign faces shall be treated as one and regulated as such. See Figure 8.

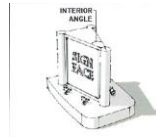


Figure 8. The interior angle of a double-faced sign must be less than 90°, otherwise it will be considered a single-faced sign

- E. The height of signs shall not exceed the maximum height for each sign type. The height shall be measured from the existing average grade directly below the sign. Where the natural grade of the ground where a freestanding sign is to be located is lower than that of the adjacent street, the maximum height shall be measured from an elevation equal to that of the adjacent street centerline. See Figure 9.

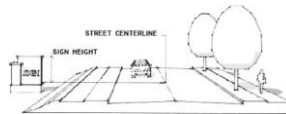


Figure 9. Measuring the height of a freestanding sign when the natural grade is lower than the adjacent street

#### § 170-6. Sign classifications.

Signs that are not exempt as noted in § 170-8, exempt signs, shall fall into one of two classes: permanent or temporary. Temporary signs shall be those that are placed for a specific duration as permitted in Article IV, Temporary Signs, and then promptly removed upon expiration of the allowed time period. All other nonexempt signs shall be considered permanent signs and regulated as such pursuant to Article III, Permanent Signs.

#### § 170-7. Sign content.

The regulations herein shall not be interpreted to restrict the content of any message or graphic displayed within a sign face. The sign face may be changed between commercial and noncommercial advertisement or from one commercial advertisement to another as often as desired by the sign's owner provided that the sign is not prohibited by § 170-9 below and the sign continues to comply with the contents of this chapter.

ARTICLE II  
**Exempted and Prohibited Signs**

**§ 170-8. Exempted signs.**

Signs listed in this section shall not require permits and/or licenses. Such signs shall not be counted when calculating the number of signs and/or the amount of allowable sign area on a property.

- A. Any sign which is less than three square feet in area per sign face, provided the property owner has given permission for the placement of such signs and the height of said sign(s) is no greater than 15 feet if freestanding. The number of such signs shall be limited as follows:
  - (1) On a lot containing a single-family home, such signs shall not exceed 30 square feet in total area of all sign faces or the number of such signs do not exceed one sign per 100 linear feet of lot frontage, whichever is greater.
  - (2) On all other lots, such signs shall not exceed 30 square feet in total area of all sign faces or the number of such signs does not exceed one sign per 300 linear feet of lot frontage, whichever provides a greater number of signs.
  - (3) There shall be no restriction applied to the number of signs under three square feet in area per sign face as noted above when said signs are setback 150 feet or more from all property lines of the property the sign(s) is located on.
- B. Signs erected by a governmental body or under direction of such body to protect the public's health, safety and welfare such as traffic signs, information signs, legal notices, safety signs, etc.
- C. Property use signs. Signs regulating the use of property, such as "no trespassing," "no hunting," "no fishing," etc., of not more than three square feet per sign face.
- D. Flags. Flags that are affixed to a permanent flagpole or flagpoles that are mounted to a building (either temporary or permanent) and contain no commercial advertisement. Those flags with a commercial advertisement shall be treated as a freestanding sign unless otherwise exempted.
- E. Religious insignias or emblems.
- F. Interior signs. All signs contained within a building whether visible or not from outside the building.
- G. Decorative signs. All signs that are clearly incidental, customary and commonly associated with a holiday.
- H. Vending machines. All signs permanently affixed to vending machines, ATMs, gasoline pumps and other similar product vending devices.
- I. Carried signs. All signs that are being carried by people. (However, such signs are not exempt if they are set down or propped on objects.)
- J. All signs in the University Planned District shall be exempt from the regulations contained herein, provided that they meet the following requirements. Those signs which exceed the requirements noted below shall require a sign permit and obtain a license in accordance with Article V, Administration and Enforcement.
  - (1) Freestanding signs located in the University Planned District shall have maximum sign area of 64 square feet if single-faced and 128 square feet if double-faced. However, the sign area of

freestanding signs may be increased by 50% if the height of the freestanding sign, including support structure, is no greater than 10 feet.

- (2) Signs affixed to any building wall (under-canopy, wall, projecting, roof signs, etc.) shall contain an area no greater than that based on the total permissible sign area calculated on the gross floor area of the individual building, pursuant to § 170-11C.
- (3) Temporary signs exceeding three square feet if single-faced or six square feet if double-faced shall obtain a sign permit and license in accordance with Article V, Administration and Enforcement.

### **§ 170-9. Prohibited signs.**

The following signs shall not be permitted, erected or maintained in any zoning district, notwithstanding anything else contained in this chapter. All existing nonconforming signs which are lawful at the time of the adoption of this chapter must be licensed within 180 days after adoption of this chapter.

- A. Signs which incorporate in any manner flashing or moving illumination, or with illumination which varies in intensity or varies in color, and signs which have any visible moving part, visible revolving part, visible mechanical movement of any description or other apparent visible movement achieved by electrical pulsation with the exception of those signs with electronic or digital displays as permitted pursuant to § 170-12, Electronic or digital signs.
- B. Exterior or interior flashing signs or lights that are distracting to drivers of motor vehicles except as permitted under § 170-12, Electronic or digital signs.
- C. Any sign or structure for which state of disrepair constitutes a hazard to public safety or health.
- D. Any sign which emits sound, smoke, or odor.
- E. Signs which incorporate elements of flags, banners or other elements designed to move in the wind that are not affixed to permanent flagpoles or flagpoles that are mounted to buildings unless a temporary sign permit is obtained pursuant to Article IV, Temporary Signs.
- F. Signs which obstruct the vision of drivers or obstruct or detract from the visibility or effectiveness of any traffic sign or control device on public streets and roads.
- G. Any sign which obstructs free ingress or egress from a fire escape, door, window or other required exitway.
- H. Signs which make use of words such as "stop," "look," "one-way," "danger," "yield" or any similar words, phrases, symbols, lights or characters in such a manner as to interfere with, mislead or confuse traffic.
- I. Any obsolete sign (including the structural members of the sign) which is no longer licensed.
- J. Signs on public property, public rights-of-way or utility poles that are not erected by a governmental body, utility company or other entity as directed by the governmental body or utility unless approved by the College Township Council pursuant to § 170-20.
- K. Movable signs, except as temporary signs.
- L. Signs affixed to or otherwise attached to trees or any other living vegetation, except those property use signs exempted in § 170-8C of this chapter.

- M. Any sign attached to, or placed on, a vehicle or trailer parked on any public or private property, except for signs meeting the following conditions:
- (1) The primary purpose of such vehicle or trailer is not the display of signs;
  - (2) The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer;
  - (3) The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets when applicable, and actively used or available for use in the daily function of the business to which such signs relate; or
  - (4) The vehicle or trailer is utilized as storage, shelter or distribution points for products or services available to the general public.

ARTICLE III  
**Permanent Signs**

**§ 170-10. Freestanding signs.**

- A. General freestanding sign regulations.
- (1) All freestanding signs, with all parts, braces and supports thereof, shall be located entirely behind the property line and shall not project over the public right-of-way or other adjoining lands.
  - (2) All freestanding signs shall not be placed as to obstruct sight distance for both on-site and off-site traffic.
  - (3) No residential land use shall have a freestanding sign except as exempted in § 170-8, exempted signs or temporarily permitted in § 170-14, temporary signs. However, a freestanding sign(s) shall be permitted at the entrance from an existing road to a residential development and maintained by a property owner's association or similar entity.
- B. Sign area. All freestanding signs unless stated otherwise herein shall have a maximum area of 32 square feet if single-faced and 64 square feet if double-faced, with no dimension being longer than 12 feet. However, the sign area of freestanding signs may be increased by 50% if the height of the freestanding sign, including support structure, is no greater than eight feet.
- C. Number of freestanding signs permitted.
- (1) Residential developments. One freestanding sign per motor vehicle entrance to a residential development shall be permitted with a maximum of three freestanding signs permitted per residential development. The sign permit and license shall be in the name of the property owner's association or the name of the property owner in the case of a residential development with dwelling units for rent.
  - (2) Nonresidential developments. The number of freestanding signs shall be calculated as follows:
    - (a) Each individual lot shall be permitted to have one freestanding sign.
    - (b) Additional freestanding signs shall be permitted on a lot if said lot abuts more than one public or private street, with a maximum of three freestanding signs per lot. The freestanding signs shall not be placed along the same road frontage, each of which shall be situated in a manner to be visible from each corresponding street.
    - (c) If an individual lot is located at the intersection of two arterial streets or an arterial and collector streets, one freestanding sign in addition to that permitted above shall be permitted provided that the freestanding sign is no greater than 10 square feet in sign area if single-faced or 20 square feet in sign area if double-faced.
    - (d) Drive-through establishments. In addition to the number of freestanding signs permitted above, a drive-through establishment shall be permitted to have one freestanding sign per drive-through lane located adjacent to each lane.
- D. Height. The height of all freestanding signs shall be no greater than 15 feet.
- E. Nonstructural wall signs. Signs attached to a wall not incorporated into the structural support of a building shall be considered freestanding signs and in addition to the regulations stipulated above

have the following regulations:

- (1) The wall in which the sign is attached is made of permanent structural material which can withstand the natural elements and is considered decorative in color and texture and incorporates landscaping into the overall design of the sign. An example would be the placement of a sign on a brick retaining wall.
  - (2) The area of the sign on the wall shall not exceed 48 square feet.
  - (3) The top of the sign attached to the wall shall be no higher than eight feet.
- F. Freestanding sign bonus. A development located in the Planned Research and Business Park or Medical Campus District shall be permitted to receive the following regulatory relief from the freestanding sign regulations noted above if the development is covered by an approved signage master plan pursuant to § 170-21, Signage master plan.
- (1) Freestanding signs located in the Planned Research and Business Park Zoning District or the Medical Campus Zoning District shall have maximum sign area of 64 square feet if single-faced and 128 square feet if double-faced. However, the sign area of freestanding signs may be increased by 50% if the height of the freestanding sign, including support structure, is no greater than 10 feet. Otherwise the number shall be calculated based on § 170-10B above.
  - (2) If a development within the Planned Research and Business Park or Medical Campus Zoning Districts has applied for approval of a signage master plan, it shall be permitted to have one freestanding sign for every four acres of development with the acreage dependent on the land planning unit size of the approved preliminary plan for such. Otherwise the number shall be calculated based on § 170-10C(2) above.

### § 170-11. Building signs.

All signs affixed to a building or structure shall be regulated as follows:

- A. General building sign regulations.
- (1) A building sign shall not project horizontally more than five feet from the wall of a building or side of a structure.
  - (2) A building sign shall not project vertically above the top of a building, structure wall or parapet. A building sign is also permitted on the roof of a building or structure only if such sign does not project vertically above the roofline of a building or structure. See Figure 10 for examples.

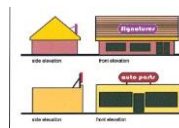


Figure 10. The top image would be permitted as a roof sign that does not extend above the highest point of the roof. The bottom image would not be permitted as the sign extends above the highest point of the roof.

- (3) No building sign shall be closer than two feet to the right-of-way line.

- (4) Any building sign which extends laterally from a building wall above a sidewalk or similar pedestrian/bicycle facility by more than 12 inches shall have a clearance of at least eight feet below a building sign.
  - (5) Any building sign located above a driving surface shall have a minimum clearance of 16 feet.
- B. Sign area. All building signs shall be restricted in terms of area, as noted below including an overall sign area for all signs as follows:
- (1) No sign which projects more than 12 inches horizontally from the wall of a building or structure shall have a sign area greater than 15 square feet if single-faced or 30 square feet if double-faced.
  - (2) Any sign located on the roof of a building or structure as permitted in § 170-11A(2) shall not be permitted to have a sign area greater than 32 square feet if single-faced or 64 square feet if double-faced.
  - (3) All other building signs shall have no restrictions in terms of number given that the total area of all building signs do not exceed the total permissible sign area pursuant to § 170-11C.
- C. Total permissible sign area. The total sum of the area of all signs affixed to a building except those exempted pursuant to § 170-8, Exempted signs, shall be calculated as follows:
- (1) Calculating the total permissible sign area of building signs shall be done based on the gross floor area (GFA) of either the entire building or individual tenant spaces using the following methods:
    - (a) Single-tenant building. Permissible sign area shall be based on the GFA of the entire structure.
    - (b) Multitenant building.
      - [1] For multitenant buildings in which all tenants have their own external entrance available for use by the general public, the total permissible sign area shall be based on the GFA of the individual tenant space.
      - [2] If a multitenant building has a mixture of tenants with their own external entrances available for use by the general public and tenants that do not, the total permissible sign area shall be calculated based on the GFA of each individual tenant space with their own external entrances plus the total calculated permissible sign area calculated on the GFA of the remainder of the building.
    - (c) Multibuilding lot. Gross floor area shall be measured for each building on a given lot separately utilizing one of the two appropriate methods above.
  - (2) The total permissible sign area for all building signs that are not exempt pursuant to § 170-8, Exempted signs, or located in the Planned Research and Business Park District or the Medical Campus District shall be calculated based on the GFA as noted above utilizing the following formula.

**Formula for Calculating Total Permissible Sign Area for Building Signs**

<b>Gross Floor Area<sup>1</sup> (square feet)</b>	<b>Formula per Gross Floor Area</b>	<b>Maximum Sign Area per Class</b>
Up to 4,500	1 square foot of sign area per 30 square feet of GFA	150 square feet
4,501 - 30,000	Maximum sign area of previous class + 1 square foot per additional 300 GFA (150 + [(GFA - 4,500)/300])	235 square feet
30,001 and up	Maximum sign area of previous class + 1 square foot per additional 3,000 GFA (235 + [(GFA - 30,000)/3,000])	No maximum

1. Gross floor area (GFA) shall be calculated using one of the methods in § 170-11C

**Examples of Calculated Total Permissible Area for Building Signs**

<b>Gross Floor Area<sup>1</sup> (square feet)</b>	<b>Formula per Gross Floor Area</b>	<b>Maximum Sign Area (square feet)</b>
900	1 square foot per 30 GFA	30
1,800	1 square foot per 30 GFA	60
2,700	1 square foot per 30 GFA	90
3,600	1 square foot per 30 GFA	120
4,500	1 square foot per 30 GFA	150
4,800	1 square foot per additional 300 GFA (150 + [(GFA-4,500)/300])	151
6,000	1 square foot per additional 300 GFA (150 + [(GFA-4,500)/300])	155
12,000	1 square foot per additional 300 GFA (150 + [(GFA-4,500)/300])	175
18,000	1 square foot per additional 300 GFA (150 + [(GFA-4,500)/300])	195
24,000	1 square foot per additional 300 GFA (150 + [(GFA-4,500)/300])	215
30,000	1 square foot per additional 300 GFA (150 + [(GFA-4,500)/300])	235
42,000	1 square foot per additional 3,000 GFA (235 + [(GFA-30,000)/3,000])	239
54,000	1 square foot per additional 3,000 GFA (235 + [(GFA-30,000)/3,000])	243

**Examples of Calculated Total Permissible Area for Building Signs**

<b>Gross Floor Area<sup>1</sup> (square feet)</b>	<b>Formula per Gross Floor Area</b>	<b>Maximum Sign Area (square feet)</b>
66,000	1 square foot per additional 3,000 GFA (235 + [(GFA-30,000)/3,000])	247
75,000	1 square foot per additional 3,000 GFA (235 + [(GFA-30,000)/3,000])	250

1. Gross floor area (GFA) shall be calculated using one of the methods in § 170-11C
- (3) PRBD and MC. The total permissible sign area for all building signs that are not exempt pursuant to § 170-8, Exempted signs, and located in the Planned Research and Business Park District or the Medical Campus District shall be calculated based on the GFA as noted above utilizing the following formula.

**Formula for Calculating Total Permissible Sign Area for Building Signs in the PRBD and MC Zoning Districts**

<b>Gross Floor Area<sup>1</sup> (square feet)</b>	<b>Formula per Gross Floor Area</b>	<b>Maximum Sign Area per Class</b>
Up to 4,500	1 square foot of sign area per 25 square feet of GFA	180 square feet
4,501 - 30,000	Maximum sign area of previous class + 1 square foot per additional 250 GFA (180 + [(GFA - 4,500)/250])	282 square feet
30,001 and up	Maximum sign area of previous class + 1 square foot per additional 2,500 GFA (282 + [(GFA - 30,000)/2,500])	No maximum

1. Gross floor area (GFA) shall be calculated using one of the methods in § 170-11C

**Examples of Calculated Total Permissible Area for Building Signs in the PRBD and MC Zoning Districts**

<b>Gross Floor Area<sup>1</sup> (square feet)</b>	<b>Formula per Gross Floor Area</b>	<b>Maximum Sign Area (square feet)</b>
900	1 square foot per 25 GFA	36
1,800	1 square foot per 25 GFA	72
2,700	1 square foot per 25 GFA	108
3,600	1 square foot per 25 GFA	144
4,500	1 square foot per 25 GFA	180

**Examples of Calculated Total Permissible Area for Building Signs in the PRBD and MC Zoning Districts**

<b>Gross Floor Area<sup>1</sup> (square feet)</b>	<b>Formula per Gross Floor Area</b>	<b>Maximum Sign Area (square feet)</b>
4,800	1 square foot per additional 250 GFA (180 + [(GFA-4,500)/250])	181
6,000	1 square foot per additional 250 GFA (180 + [(GFA-4,500)/250])	186
12,000	1 square foot per additional 250 GFA (180 + [(GFA-4,500)/250])	210
18,000	1 square foot per additional 250 GFA (180 + [(GFA-4,500)/250])	234
24,000	1 square foot per additional 250 GFA (180 + [(GFA-4,500)/250])	258
30,000	1 square foot per additional 250 GFA (180 + [(GFA-4,500)/250])	282
42,000	1 square foot per additional 2,500 GFA (282 + [(GFA-30,000)/2,500])	286
54,000	1 square foot per additional 2,500 GFA (282 + [(GFA-30,000)/2,500])	292
66,000	1 square foot per additional 2,500 GFA (282 + [(GFA-30,000)/2,500])	296
75,000	1 square foot per additional 2,500 GFA (282 + [(GFA-30,000)/2,500])	300

1. Gross floor area (GFA) shall be calculated using one of the methods in § 170-11C
- (4) Number of. The number of building signs shall not be limited given that the area of all building signs meet the total permissible sign area standards as noted in § 170-11C above or except as follows:
- (a) There shall be no more than one sign that extends horizontally from the wall of a building or structure as permitted in § 170-11A(1). If the building is a multiple-tenant building, then there shall be no more than one building sign that extends horizontally from the wall per tenant.
  - (b) There shall be no more than one sign that extends vertically above the wall of a building or structure as permitted in § 170-11A(2). If the building is a multiple-tenant building then there shall be no more than one building sign vertically above the wall per tenant.
- (5) Height. A building sign may be mounted at any elevation on the side of a building. However, if said sign is mounted to a parapet, it shall be mounted in a fashion that no portion of such a sign exceeds 25 feet in height as measured from the existing average grade directly below the sign on said parapet.

- (6) Exemptions from sign area calculations. Signs conveying messages on buildings of importance for the purposes of public health, safety and welfare shall be exempted, as follows:
  - (a) The following words shall be exempt from area calculations of § 170-11:
    - [1] "Fire" or "Fire Station."
    - [2] "Police" or "Police Station."
    - [3] "H" or "Hospital."
    - [4] "Emergency" or "Emergency Room."
    - [5] "Ambulance."
    - [6] Any other similar term or symbol conveying the identification of a building which is narrowly tailored to serve the compelling interest of public health, safety, and welfare given that such words or symbols be as basic as possible, limited to generally accepted terms or symbols recognizable to most, and contain no commercial advertisement.
  - (b) Such signs shall be located on the buildings for which they are identifying.

**§ 170-12. Electronic or digital signs.**

All permanent signs contained within Article III shall be permitted to contain an electronic or digital sign face with the following additional regulations:

- A. Sign display/message. The display or message of all electronic or digital signs shall be regulated as follows:
  - (1) The display or message shall remain static or unchanged for a length of time to limit the number of displays or messages seen by motorists passing by. The formula and table below shall determine the time that the message stays static or unchanged.
    - (a) Formula: Distance in which a sign is visible, divided by the speed limit of adjacent street in feet per second. For purposes of this formula, 1,200 feet shall be used in calculation of visibility distance. The table below provides the minimum duration of messages for select speed limits.

Speed Limit (mph) of Adjacent Street	Minimum Duration of Individual Display/Message (seconds)
25	33
35	23
45	18
55	15

- (2) The display or message of any electronic or digital sign shall not or shall not appear to scroll, flash, undulate, pulse or portray explosions, fireworks, flashes of light or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract,

bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on or leaves the sign board.

- (3) Electronic or digital signs shall be exempt from the above display time regulations, § 170-12A(1) if it is part of a drive-through menu board of which the display or message is that of a customer's order and the sign is not legible or visible from the public right-of-way.
- B. Location. Electronic or digital signs shall only be permitted in the Commercial or Industrial Districts as defined by § 200-8, Districts established.
- C. Size. The area of a sign face on an electronic or digital sign shall be restricted as follows:
- (1) Freestanding signs that contain an electronic or digital sign face shall not have a sign area larger than that permitted in § 170-10B or § 170-10F.
  - (2) Building signs that contain an electronic or digital sign face shall be limited in size to no greater than 50% of the total permissible sign area permitted in § 170-11C.
- D. Brightness. All electronic or digital signs shall be equipped with automatic brightness level controls to reduce light levels at night, and under cloudy or other darkened conditions in accordance with the following:
- (1) All electronic or digital signs shall have installed ambient light monitors and shall at all times allow such monitor to automatically adjust the brightness level of the electronic or digital sign based on ambient light conditions so as to minimize and keep consistent sign brightness.
  - (2) The maximum brightness levels for such signs shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness during daylight hours.
  - (3) The maximum brightness levels for such signs shall not exceed 500 nits when measured from the sign's face at its maximum brightness between sunset and sunrise, as those times are determined by the National Weather Service.
  - (4) Written certification from the sign manufacturer must be provided at time of sign permit application certifying that the light intensity of the sign has been preset not to exceed the illumination levels established by this section, and that the preset intensity level is protected from end user manipulation by an approved method such as password protected software.
  - (5) Upon written request from the College Township Zoning Officer, the electronic or digital sign owner shall have the sign tested to determine if it does not exceed the acceptable brightness levels for daylight and night time operation.
- E. All electronic or digital signs shall contain a default design that will freeze the device and/or message in one position with no more than a maximum illumination of 500 nits if a malfunction occurs.

**§ 170-13. (Reserved)**

ARTICLE IV  
**Temporary Signs**

**§ 170-14. Requirements and design regulations.**

- A. No person, group, business, organization or entity may erect or maintain any temporary sign without first obtaining a temporary sign permit from the Zoning Office, except exempted signs as described in § 170-8, Exempted signs.
- B. Temporary signs must meet all requirements of this chapter with the following exceptions: A-frame signs and movable signs are permitted as long as the sign is secured and would not be easily blown down by normal wind currents.
- C. Inflatable, balloon, hot-air balloon signs or similar inflatable objects are permitted as temporary signs of which the area of such object will not be counted towards the sign area maximum, provided that:
  - (1) They are placed on a given property for no more than 14 calendar days per year;
  - (2) They are set back a distance equal to or greater than their height from right-of-way lines, lot lines and/or utility lines; and
  - (3) They are secured as to not shift more than three feet horizontally, creating a safety hazard.
- D. No temporary sign may be placed so as to impede the normal flow of pedestrian or vehicle traffic, nor shall such signs impede the sight of or cover any existing business sign and traffic control sign or any entrance or exit to any property or business.
- E. No business shall exceed a maximum of 50 square feet of temporary sign area.

**§ 170-15. Time limits.**

- A. The time limit for temporary signs is 60 days per calendar year per business or other entity. Such entity must obtain a separate permit for each time period that a temporary sign is on display. The duration of each time period must be declared by the permittee and will be specified on the permit. Each sign requires a separate permit.
- B. Temporary sign permits must be obtained prior to the display of any temporary sign. Should a permit not be applied for before the sign is erected, the ensuing permit would be dated retroactive to the first day of the sign's display.
- C. If a sign is not removed at the end of the permitted duration, the time duration beyond that which is permitted will be deducted from the permittee's total maximum temporary sign allowance of 60 days per calendar year.
- D. A temporary business, as defined by Chapter 171, Solicitors and Temporary Businesses, may have a temporary sign for the duration of the valid temporary business license, not to exceed a maximum of 13 weeks per calendar year unless the sign is utilized in conjunction with a temporary use, which is regulated under § 200-41, Temporary uses. Such sign(s) shall then be allowed for the duration of the temporary use license if greater than 13 weeks per calendar year.

ARTICLE V  
**Safety and Maintenance**

**§ 170-16. Compliance with applicable standards required.**

Every sign and all parts thereof, including framework, supports, background, anchors and wiring systems, shall be constructed and maintained in compliance with the Building, Electrical and Fire Prevention Codes as they now exist or as they may hereafter exist. All signs and all parts thereof shall be kept in a good state of repair and maintenance.

ARTICLE VI  
**Administration**

**§ 170-17. Procedure.**

Prior to placing a temporary or permanent sign not exempt in § 170-8, a sign permit pursuant to § 170-18, Sign permits, shall be obtained. If the sign permit is approved, the applicant shall receive a sign license pursuant to § 170-19, Sign licenses. For those applicants in the Planned Research and Business Park Zoning District and the Medical Campus Zoning District, a signage master plan may be applied for pursuant to § 170-20, Signage master plan. In such cases, the applicant shall first apply for approval of the signage master plan. Upon approval from the Township, the applicant shall then receive a sign permit and license for each sign contained in the master plan.

**§ 170-18. Sign permits.**

- A. Permits required. Except for exempt signs as specified in § 170-8, no person may erect, alter, or relocate within College Township any sign without first obtaining a sign permit from the Zoning Officer and paying the required fees.
- B. Permit application. Applications for sign permits shall be submitted to the Zoning Officer and shall contain or have attached the following information:
  - (1) Names, addresses, and telephone numbers of the applicant, the owner of the property on which the sign is to be erected or affixed, the owner of the sign, and the person to be erecting or affixing the sign must be included on the application.
  - (2) Site plan of the parcel on which the sign is to be erected or affixed must show the accurate placement of the proposed sign.
  - (3) Blueprints or ink drawings of the plans must include specifications of the proposed sign to be erected or affixed and the method by which it will be attached to a building or the ground. Such plans and specifications shall include details of dimensions, color, materials, and the message to be displayed.
  - (4) Electronic or digital signs shall require additional information, as specified in § 170-12.
  - (5) The application must contain written consent of the owner of the building or property on which the sign is to be erected or affixed.
- C. Review of sign permit applications. Upon the filing of an application for a sign permit, the Zoning Officer shall examine the plans, specifications, and other submitted data and the premises upon which the sign is to be erected or affixed. If the Zoning Officer determines the application is incomplete or incorrect, the applicant shall be notified of the deficiency within 30 calendar days of filing. Upon submission/resubmission of a complete and accurate application, the Zoning Officer shall have 30 calendar days to review the application for issuance or denial of a sign permit.
- D. Permit fees. Each applicant requiring a sign permit shall pay a fee established by resolution by College Township Council. (See § 203-11A.)
- E. Licensing. Licensing for all permitted signs shall be required pursuant to § 170-19, Sign licenses.

**§ 170-19. Sign licenses.**

All signs, unless exempted in § 170-8, Exempted signs, must be licensed by College Township.

- A. All signs to be licensed shall be classified as temporary, permanent or nonconforming for the purpose of license duration and corresponding fees. The Township reserves the right to require evidence that the property owner has granted permission for a sign to the applicant prior to the issuance of a license.
- B. The change of a sign face or product advertised may be done under the same license; however, any change in the sign structure, sign dimensions or location of a sign will require a new permit and license.
- C. License fees and the initial permit fee will be set by resolution of the College Township Council.
- D. Sign licenses shall be renewed every three years upon payment of the license fee.
- E. There shall be no license fees for nonprofit organizations.
- F. There shall be no license fees for signs identifying developments in residential districts.

**§ 170-20. Permissible signage within public property, rights-of-way or utility poles.**

College Township Council, at its sole discretion, may permit temporary or permanent signs on public property, public rights-of-way or utility poles. Such signs shall only be erected as follows:

- A. The sign(s) shall conform to all height and area restrictions established in Article III, Permanent Signs, or all requirements established in Article IV, Temporary Signs, dependent on sign type.
- B. The applicant shall provide a sign application to the College Township Zoning Office 30 calendar days prior to a College Township Council Meeting.
- C. The application shall meet all requirements herein for a sign permit and/or license pursuant to §§ 170-18 and 170-19, including permission from the owner of the public property, rights-of-way or utility pole.
- D. The applicant shall demonstrate to the College Township Engineer that the proposed sign(s) will not pose a safety hazard to the traveling public and does not obstruct sight distance pursuant to § 180-16D(2).
- E. College Township Council shall render a decision on the application within 30 calendar days after College Township Council receives the application.
- F. College Township Council shall not grant permission for a sign within public property, rights-of-way or utility pole if the sign can be reasonably accommodated on private property.

**§ 170-21. Signage master plan.**

Developments within the Planned Research and Business Park Zoning District or Medical Campus Zoning District shall be permitted to submit a signage master plan to receive an increase in the number of permitted freestanding signs or increase in the area of freestanding and/or building signs. The applicant shall prepare, submit and receive approval for such a master plan as follows:

- A. The following is a list of items required to be a part of the signage master plan:

- (1) A map or series of maps illustrating the locations of all signs to be covered by the master plan and the map(s) shall:
    - (a) Include an index map if the master plan includes a series of maps outlining the location of each individual map;
    - (b) Be at a scale of no less than one inch equals 200 feet;
    - (c) Include parcel and rights-of-way boundaries; and
    - (d) Identify each sign with a unique identifier to be used consistently throughout the master plan.
  - (2) The master plan shall include the following for each individual sign:
    - (a) A sketch to scale of the sign;
    - (b) Square footage of the sign face(s);
    - (c) Height of the sign(s);
    - (d) Type of sign, i.e., freestanding or building sign;
    - (e) Type of construction material used; and
    - (f) A unique identifier which correlates to the sign's location on the map(s) included in the master plan.
  - (3) A table delineating all signs in the master plan, their unique identifier, area, height and type of sign with a total for the number of each type of signs and total area for each and for the campus as a whole.
  - (4) A phasing schedule shall be completed if the signs are to be installed over a period of time.
- B. A signage master plan shall require approval from the governing body or its designee. A decision on the master plan shall be rendered within 60 days of receipt of the master plan.
- C. College Township Council or its designee shall review the master plan for its conformance with applicable regulations and compatibility of signs in terms of number of, dimensions and any other applicable regulation herein.
- D. Amendments to the signage master plan may need to be made from time to time. Any change to signs already approved under the signage master plans or new additional signs shall require an amendment to the master plan. If more than 50% of the number of existing signs are to be changed in terms of their numbers or dimensions, or the total area of new signs results in an increase of 50% more sign area in the development, a new signage master plan will be required pursuant to the aforementioned requirements.

**§ 170-22. Nonconforming signs.**

- A. All existing signs that do not conform with the regulations of this chapter must be licensed within 180 days after adoption of this chapter.
- B. Loss of nonconforming status.

- (1) Discontinuance. If there is no sign in place on a sign structure or building wall for a period of one year or more, the nonconforming rights are lost and a nonconforming sign may not be reestablished.
- (2) Destruction. When a sign or sign structure is removed or intentionally destroyed, replacement signs and sign structures must comply with the current standards, However:
  - (a) Repair and maintenance. A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair. In order to preserve the nonconforming sign status, the person removing the sign must inform the Zoning Officer, in writing, before the sign is removed. If the responsible party fails to inform the Zoning Officer, any re-erected sign will be considered a new sign and must conform with the regulations contained herein.
  - (b) Unintentional destruction. When a sign or sign structure that has nonconforming elements is partially or totally damaged by fire or other causes beyond the control of the owner, the sign and sign structure may be rebuilt to the same size and height using the same materials unless the sign is destroyed to the extent of 50% of its replacement value, which, in such case, the sign shall conform to the existing sign regulations contained herein.
- C. Sign maintenance, sign repair, and changing of permanent sign faces is allowed so long as structural alterations are not made and the sign is not increased in size.
- D. Permanent signs and sign structures that are moved, replaced, or structurally altered must be brought into conformance with the sign regulations. However, nonconforming signs required to be moved because of public right-of-way improvements or takings may be reestablished.

ARTICLE VII  
**Enforcement**

**§ 170-23. Enforcing officials; duties.**

The Zoning Officer and/or Ordinance Enforcement Officer shall examine all applications for permits for the erection of signs and issue licenses for new signs and for continued use of signs which conform to the requirements of this chapter. He or she shall file all applications for permits with any accompanying plans and documents, make routine inspections of signs in College Township and make such reports as the Township may require.

**§ 170-24. Violations and penalties.**

Violations of this chapter by a person or business shall be subject to the penalties for such violations as set forth in Chapter 136, Ordinance Enforcement.

**§ 170-25. Enforcement procedure.**

This chapter shall be enforced by the Ordinance Enforcement Officer in accordance with the provisions of Chapter 136, Ordinance Enforcement.

**§ 170-26. Appeals.**

The Zoning Hearing Board shall have the power to hear and rule on appeals from decisions of the Zoning Officer and/or Ordinance Enforcement Officer pertaining to signs. Such appeals must be properly filed with the Zoning Hearing Board within 30 days of the Zoning Officer's and/or Ordinance Enforcement Officer's decision.

**§ 170-27. Severability.**

Each section, paragraph, part, term and/or provision of this agreement shall be considered severable, and if for any reason, any section, paragraph, part, term and/or provision herein is determined to be invalid and contrary to or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, section, paragraphs, parts, terms and/or provisions of this amendment, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, paragraphs, terms and/or provision shall be deemed not part of this amendment.

# Zoning Bulletin

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Received

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College Township  
Zoning

## Variations

### ZBA's decision on land-division variance request challenged

Citation: *Keep Whitewater Township Rural, Inc. v. Whitewater Township*, 2025 WL 1682203 (Mich. Ct. App. 2025)

Keep Whitewater Township Rural Inc. (KWTR) appealed a lower court's decision to affirm a decision by the Whitewater, Michigan Township Zoning Board of Appeals (ZBA). The ZBA had granted a land-division variance to Baggs Partners LLC (Baggs), which allowed a parcel of real property it owned to be considered compliant with the relevant ordinances, despite the fact that the parcel did not comply with the requirement that the depth-to-width ratio of the parcel must not exceed 4:1.

**DECISION: Vacated; case sent back for further proceedings.**

The ZBA did not provide sufficient factual findings, so the case had to be sent back for it to better explain its decision to grant a land-division variance.

#### WHAT LED TO THE LAWSUIT

In 2020, Morrison Orchards LLC (Morrison) owned a vacant parcel of real property in Whitewater Township that was approximately 123 acres. Morrison filed a request with the township to divide that property into two parcels so it could sell the south 30 acres of the property.

The township granted Morrison's land-division request, and a new 30-acre parcel (the subject parcel) was created. But that 30-acre parcel was thrust into the center of the dispute in this case.

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After the land division was approved, Morrison sold the parcel in May 2020. In 2022, it was again sold, with the ownership transferred to Baggs Partners via a quitclaim deed in February 2022.

In August 2022, two nearby property owners submitted a complaint about the validity of the 2020 land division that created the subject parcel. The complaint alleged that the subject parcel did not comply with the requirement that the depth-

to-width ratio should not exceed 4:1. The Whitewater Township Board (the board) held a special meeting to address that complaint and decided that the subject parcel did not comply with the township’s land-division ordinance so it was ineligible for building permits or zoning approvals.

Baggs Partners then appealed the board’s decision to the ZBA. After a public hearing, the ZBA granted its requested variance. But the neighbors challenged the ZBA’s order by appealing to the court. They claimed the township hadn’t followed proper procedures in approving the land division in 2020, so that procedural defect prevented the ZBA from granting the 2023 variance. They also claimed it was not proper to grant the variance because Baggs Partners had failed to satisfy the requirements for such a variance.

Baggs Partners and the township responded with submissions in favor of the ZBA’s order. After hearing from the parties, the court upheld the ZBA’s decision, and the neighbors asked the Court of Appeals of Michigan to review the matter.

**BACK TO THE COURT’S RULING**

“Here, the ZBA provided no relevant factual findings regarding the five elements necessary to justify a variance,” the appeals court concluded. “In the ZBA’s written decision, the factual findings refer[red] to the creation of the

subject parcel, the ownership changes of the parcel, and a procedural history of the current dispute. The minutes from the meeting furnish nearly identical factual findings,” it added.

The court explained that in the ZBA’s written decision it offered “a cursory explanation addressing each of the five elements required to grant a variance.” Ultimately, the court found that “[n]one of [the ZBA’s] pronouncements . . . offer[ed] any factual findings underlying its determination that the requirements of the ordinance were satisfied.” “Instead, the ZBA merely repeated the conclusory language of the zoning ordinance . . . . In addition, the findings in the fact section of the ZBA’s written order d[id] not have any particular relevance to the elements prescribed to justify a variance.”

Additionally, the lower court’s “findings and conclusions were similarly vague.” For instance, the court did not address each element individually, “choosing instead to render overarching determinations that the ZBA’s decision was supported by competent, material, and substantial evidence.”

**Trustee challenges decision to grant variances so that property owners could proceed with commercial development**

Citation: *Metropoulos v. Planning & Zoning Commission*, 2025 WL 1502678 (Conn. Super. Ct. 2025).

In 2019, the Inland Wetlands and Watercourses Commission of the Town of Monroe, Connecticut issued a Notice of Violation (NOV) to Astro Land Holdings LLC and Spacely Land Holdings LLC (successors in title to properties at 64 Cambridge Drive and 4 Independence Drive). The NOV identified numerous serious violations of Monroe’s applicable regulations concerning the properties—violations which the predecessors in title had committed before the successors took possession.

**MORE ON THE NOVS**

The Monroe Planning and Zoning Commission (the commission) had granted a special exception covering the parcels. The proposed special exception sought to transform the wooded area and construct two new office buildings. The proposed re-subdivision included road construction, extensive tree removal, and other activities to be conducted within the upland review area.

Once work began, unauthorized filling of wetlands took place, vernal pools were destroyed, road improvements were promised but not completed, and quarrying operations, excavating and rock processing took place on the site. And off-site materials, including concrete, asphalt and construction debris were brought on to the site.

Peter Metropoulos, in capacity as successor trustee of the Thomas C. and Stella Maganas Trust, appealed decisions by the Monroe Inland Wetlands and Watercourses Commission decision and the commission. The approval of a remediation plan by the Inland Wetlands and Watercourses Commission was upheld. The court found that the

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Commission's action was a proper exercise of its jurisdiction. And, after the violations cited in the NOV were corrected, the commission would be required to issue a permit before any regulated activity was allowed on the property.

The successors then submitted an application to the Monroe Zoning Board of Appeals (ZBA), seeking variances concerning the regulations, which had been previously waived by the commission. They maintained that they could not comply with the NOV without the requested variances. Their attorney also maintained that granting the variances would reduce the wetland and zoning violations on the two properties, as a prerequisite to any commercial development.

The ZBA voted unanimously to approve the requested variances, and Metropoulos again appealed.

Following the close of a public hearing, the commission voted, 4 to 1 to, approve the issuance of an excavation and filling permit, which Metropoulos appealed.

**DECISION: Appeal dismissed.**

There was substantial evidence to support the commission's decision.

Metropoulos claimed the excavation/fill permit involved a use of land not permitted by the Monroe zoning regulations. He claimed that the regulations did not permit off-premises fill to be brought on to the property.

"This claim fails to resonate," the court wrote. "Monroe's Zoning Regulations specifically allow for the issuance of excavation/filling permits by the Planning and Zoning Commission. In light of the variances voted by the [ZBA], the activities are permitted and allowed. Furthermore, the proposal is designed to correct existing wetland violations identified in the [NOV] issued to the property owners," it added.

Further, the court rejected Metropoulos' argument that a solid waste disposal permit was a prerequisite for bringing fill on to the property is also without merit. The state law "vest[ed] in the Commissioner of the Department of Energy and Environmental Protection (DEEP) the authority to issue a permit for the construction and operation of a waste disposal facility. The [c]ommission has no role in the issuance of a permit. Furthermore, assuming, arguendo, that a permit was required from DEEP, the Excavation and Fill permit issued by the [c]ommission (Supplemental ROR) provides that the owner of the property is responsible for securing any state federal or local permits," the court noted.

Additionally, the successors "complied with all bond requirements, including a \$740,000 . . . bond required by the Inland Wetlands and Watercourses Commission . . . . Substantial evidence support[ed] a finding that materials w[ould] be handled, stored and disposed of in accord with the Monroe Zoning Regulations, and the mandates of state agencies."

The bottom line: Metropoulos' "attempt to abort the ability of the [successors] to comply with the terms of the [NOV] and to restore the property in an environmentally sensitive manner, must fail," the court found.

*Case Note:*

*The court explained that many of the violations contained in the NOV concerning environmental degradation had occurred many years prior to the successors' purchase of 64 Cambridge Drive and 4 Independence Drive, but "the current title holders [we]re required to assume responsibility for the multiple violations which existed on the date of purchase."*

## Preemption

### Pipeline company seeks to block enforcement of counties' zoning ordinances, says federal PSA and state law preempts them

Citation: *Couser v. Shelby County, Iowa, 139 F.4th 664 (8th Cir. 2025)*

*The Eighth U.S. Circuit has jurisdiction over Arkansas, Iowa, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota.*

Pipeline company Summit Carbon Solutions LLC (SCS) filed suit arguing that several zoning ordinances in the Shelby and Story counties and Story, Iowa could not be enforced because the federal Pipeline Safety Act (PSA) and Iowa law preempted them.

A lower court granted SCS's request for judgment without a trial and permanently enjoined the enforcement of the zoning ordinances. The counties appealed.

**DECISION: Affirmed in part and vacated in part; case sent back for further proceedings.**

The PSA preempted the ordinances' setback, emergency preparedness, and abandonment requirements; additionally, state law preempted their permitting and trenchless construction requirements.

#### A CLOSER LOOK

The Iowa Utilities Commission (IUC) granted permits for new pipelines, and it had the authority to implement certain controls over hazardous liquid pipelines in the state. It also could "grant a permit in whole or in part upon terms, conditions, and restrictions as to location and route as it determines to be just and proper."

Here, the IUC had granted SCS a permit to build its pipeline along a specified route. But the counties thwarted SCS from proceeding.

The court ruled the counties' setbacks, which fell within their "traditional zoning authority" were actually "safety standards" which should have been left to the state and federal pipeline laws to govern.

While the counties admitted their setbacks "*consider[ed] safety*" they claimed they were not safety *standards*. In finding the setbacks at issue were safety standards, the court noted that the Fourth and Fifth U.S. Circuit Courts of

Appeal had assessed whether setbacks constituted safety standards. For instance:

- **In *Texas Midstream Services v. City of Grand Prairie*, the Fifth Circuit found that a distinction between “an incidental effect and a direct and substantial effect” had to be taken into account.** In that case, the court found that challenged ordinances’ “primary motivation” was aesthetic and the effect on safety was only “incidental,” so the federal PSA did not preempt them.
- **In *Washington Gas Light Co. v. Prince George’s County Council*, the Fourth Circuit upheld a county’s zoning plans because “[a]t their core the plans were ‘land use provisions designed to foster residential and recreational development.’** . . . Relying on *Texas Midstream’s* ‘incidental’ distinction, the court concluded any safety concerns ‘would have been merely incidental to the overall purpose’ which ‘[wa]s insufficient to justify a finding that the County Zoning Plans were, in fact, safety regulations.’ ”

**But here, the counties’ setbacks were safety standards.** “They appl[ed] alike to economically developed and remote areas. This blanket application undercut aesthetic, land-use, and development rationales. It suggest[ed] the effect on safety [wa]s not incidental, but rather the ‘primary motivation.’ ” Further, the Shelby ordinance “require[d] larger setbacks from buildings with vulnerable populations (*i.e.*, ‘a church, school, nursing home, long-term care facility, or hospital’). And the Story ordinance mention[ed] similar facilities (*i.e.*, ‘retirement and nursing homes, family homes, schools, childcare homes and centers, group homes, hospitals’). The evidence support[ed] that, at their core, the setbacks regulate safety,” the Eighth Circuit ruled. “Their direct and substantial effect on safety undermine[d] Congress’ express ‘intent to preempt the states from regulating in the area of safety.’ ”

## THE BOTTOM LINE

The court’s ruling did not bar “local governments from considering safety, nor prevent them from enacting all zoning ordinances, as the [c]ounties suggest[ed],” the Eighth Circuit wrote. “This court emphasizes the distinction between safety *standards*—which the PSA preempts—and safety *considerations*—which the PSA does not preempt,” it added.

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### *Practically Speaking:*

*Generally to the extent that the counties’ zoning ordinances sought to regulate pipeline companies they were preempted.*

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*The cases cited are *Washington Gas Light Co. v. Prince George’s County Council*, 711 F.3d 412 (4th Cir. 2013); and *Texas Midstream Gas Services, LLC v. City of Grand Prairie*, 608 F.3d 200, 176 O.G.R. 791 (5th Cir. 2010).*

*The Fourth U.S. Circuit has jurisdiction over Maryland, North Carolina, South Carolina, Virginia, and West Virginia; and the Fifth U.S. Circuit has jurisdiction over Louisiana, Mississippi, and Texas.*

## Condemnation

Property owner claims city should have to pay back grant money obtained through FAA for not reimbursing him

Citation: *Kunz v. Federal Aviation Administration*, 2025 WL 1446620 (10th Cir. 2025)

*The Tenth U.S. Circuit has jurisdiction over Colorado, Kansas, New Mexico, Oklahoma, Utah, and Wyoming.*

Neil Kunz unsuccessfully sought compensation from Salt Lake City, Utah for a fee purchase of, or easement upon, his residential property adjacent to the Tooele Valley Airport (TVA). He initiated an “inverse condemnation action” against the city for a compensable taking of his property, which was being actively litigated in Utah state court. Then, he filed an administrative complaint asking the Federal Aviation Administration (FAA) to find that by failing to acquire an interest in his property and declining to reimburse him for certain expenses incurred in an earlier condemnation action, the city violated assurances it made as a condition to obtain federal grants for TVA improvements. He asked the FAA to require the city to repay the grants and withhold approval of any future grants.

The FAA found that the city hadn’t violated its assurances, and Kunz asked the Tenth U.S. Circuit Court of Appeals to review the matter.

### **DECISION: Affirmed.**

Kunz had not shown the FAA’s resolution of his administrative complaint was made in error.

## A CLOSER LOOK

The city acquired the TVA, a public-use general airport located in Tooele County, in 1991. Because the airport was not within Salt Lake City boundaries, the city could not directly control the zoning or other land use ordinances that burden the adjacent lands.

The city’s subsequent TVA development was financed, in part, with about \$10 million in federal grants under the Airport Improvement Program (AIP), which was authorized by the Airport and Airway Improvement Act of 1982. Under that Act, the Secretary of Transportation could approve an AIP grant application only if “the Secretary receiv[ed] written assurances, satisfactory to the Secretary, that the recipient airport sponsor [would] comply with an array of laws and conditions ranging from general aviation safety requirements to nondiscrimination provisions.” And a specific section of the U.S. Code required “the Secretary to ‘prescribe requirements for sponsors that the Secretary consider[ed] necessary’ to ‘ensure compliance’ with those statutory requirements.”

The FAA administrator, acting under delegation of the transportation secretary, implemented those requirements into a standardized set of 39 assurances that “shall be complied with in the performance of grant agreements for airport development . . . grants for airport sponsors.” Those assurances remained in “ ‘full force and effect

throughout the useful life of the facilities developed or equipment acquired for an airport development' project.”

In Kunz's view, the city violated several of those assurances, which dealt with hazard removal and mitigation, compatible land use, airport layout plan, and the relocation and acquisition of real property. As the owner of 21 acres that directly abutted the TVA, which he subdivided into four parcels over time, Kunz asserted the city had filed a condemnation action in Utah state court for an avigation easement over a swath of land that included his land.

Eventually a state court granted Kunz judgment on the grounds that the city had not followed Utah's statutory process requirements before initiating a condemnation action. But the court denied Kunz' request for attorney's fees and costs.

## BACK TO THE COURT'S RULING

The Tenth Circuit found that:

- Kunz had not identified anything “in the grant assurances or the federal laws they embod[ied] that compel[led] the [c]ity to acquire an interest in his property.” While he might obtain “just compensation in an appropriate forum . . . , the federal grant assurances simply d[id] not create the kind of obligations he attempts to imbue them with.”
- The FAA administrator (which the court stated did not appear to be arbitrary or capricious) found that because Kunz' property did not have to be purchased for airport purposes as part of any proposed project, the grant assurances also did not compel the city to reimburse him for his litigation expenses.

## THE BOTTOM LINE

The FAA did not “require[] [or] even urge[] the [c]ity to acquire an interest in . . . Kunz's property. To the contrary, the FAA installed [an] [instrument landing system] even though the [c]ity had no enforceable interest in the property and subsequently approved an [airport layout plan] that both reflected that installation and made clear that . . . Kunz' property was entirely unencumbered.”

Also, the city did not violate the FAA grant assurance by declining to reimburse Kunz for litigation expenses incurred in the original condemnation action.

## Takings

### Golf course owner challenges decision to deny its request to develop parcel into residences

Citation: *WG Woodmere LLC v. Incorporated Village of Woodsburgh, 2025 WL 1663600 (E.D. N.Y. 2025)*

WG Woodmere LLC (WG) owned a 118-acre property, formerly a private golf and country club known as the “Woodmere Club,” located within the New York municipi-

palities of the Village of Lawrence, the Village of Woodsburgh, and the Town of Hempstead. WG had acquired the Woodmere Club property on April 27, 2017, of which approximately 55 acres are within the jurisdiction of Hempstead, 40.5 acres in Woodsburgh, and 22.9 acres in Lawrence.

The municipalities are all located within Nassau County, New York, and the Woodmere Club property was subject to the planning authority of the municipalities and the Nassau County Planning Commission (NCPC), the lead agency for purposes of ensuring compliance with New York's State Environmental Quality Review Act (SEQRA), which approved subdivision applications for land within the Town of Hempstead.

Five months before WG acquired the property, Hempstead adopted Resolution No. 1541-2016 and enacted Section 302(r) to Article XXXI of the town's Building Zone Ordinance, which imposed a 180-day moratorium on all residential development of golf course properties. The town board extended the moratorium six times.

WG filed a New York State Court action challenging the constitutionality of the moratorium and its repeated extensions, and on December 26, 2018, a New York court found the repeated moratorium extensions to be unconstitutional takings.

In April 2018, Hempstead proposed zoning plans that would have covered the Woodmere Club property, that were not adopted after public opposition from town residents that wanted no development at all.

Hempstead also considered using its eminent domain power to turn the Woodmere Club property into a town-owned park, but found that town residents did not support raising taxes for that effort.

In December 2018, WG filed an application with the NCPC to subdivide the property into 284 single family residential lots in compliance with the then-effective zoning regulations of the municipalities. And as it moved through the SEQRA process, Hempstead entered an Intermunicipal Cooperation Agreement (ICA) with Lawrence and Woodsburgh to rezone the Woodmere Club property.

Under the ICA, Hempstead, Lawrence, and Woodsburgh agreed to work together to draft and adopt zoning ordinances that would impose a single zoning scheme on the Woodmere Club property. The three municipalities also adopted by resolution a fee sharing agreement whereby Hempstead “would pay 70% for such incurred legal services and costs” associated with any action WG filed to challenge the enactment of their joint zoning scheme.

Following the ICA, Hempstead introduced its version of the zoning scheme on May 21, 2020, and the municipalities held a joint public hearing on June 23, 2020. In July 2020, Hempstead formally adopted the “Coastal Conservation District–Woodmere Club” zone, and the ordinance took effect July 20, 2020.

Hempstead's stated purpose for enacting the zoning was “to regulate development in the environmentally sensitive coastal areas that span the municipal boundaries of the [t]own and the contiguous Villages of Lawrence and

Woodsburgh, including the area occupied by the former Woodmere Club—allowing for the enhanced preservation and protection of the [t]own’s and neighboring [v]illages’ environmental, coastal, open space and cultural resources and the preservation of the residential neighborhoods.”

### A CLOSER LOOK

The zoning created three “subdistricts” covering the Woodmere Club property:

- the Open Space/Recreation Subdistrict;
- the Single-Family Residential Subdistrict; and
- the Clubhouse/Hospitality Subdistrict.

Under the new zoning, WG was only allowed to develop 41 building lots in Hempstead’s jurisdiction, a reduction of 84% from the previous zoning regime. It also was required to install and maintain flood management equipment, which posed significant engineering costs.

### THE LAWSUIT

WG filed suit against Hempstead, Lawrence, and Woodsburgh, seeking redress for alleged violations of the U.S. Constitution, the New York Constitution, and New York law. A magistrate dismissed the lawsuit without prejudice after finding that 1) WG’s equal protection and takings claims were not yet ripe because there was still “significant ambiguity” as to how exactly the challenged zoning would “actually apply” to its property, and 2) the due process claims failed for lack of a protected property interest.

Following dismissal, WG sought to ripen its claim. It filed permit applications in Lawrence, Woodsburgh, and Hempstead, which sought zoning variances to construct homes in areas of their property where the new zoning prohibited residential development. All three municipalities denied these applications, and WG appealed the denials to each village’s respective zoning board of appeals in April 2023.

By September 2023, WG filed a new lawsuit against the municipalities challenging the adoption of local laws inconsistent with SEQRA and the use of the zoning power in violation of the due process clause of the federal and state constitutions.

Hempstead asked the court to dismiss a takings claims against it.

#### **DECISION: Request for dismissal denied.**

WG asserted a valid taking claim.

“The proper inquiry is not whether the [c]hallenged [z]oning prohibits economic use of every square inch of the Woodmere Club property. Instead, a regulatory taking claim is based on the [c]hallenged [z]oning’s aggregate impact on the [p]roperty,” the court explained.

Hempstead argued that WG failed to assert that the [c]hallenged [z]oning resulted in a “complete loss in value” and that WG’s expectation to build residential housing was unreasonable because it had bought the property “in the face of [Hempstead]’s then ongoing moratorium and an-

nounced plans to consider the adoption of stricter zoning. Hempstead’s argument is meritless,” the court found.

WG “took title subject to a *temporary* moratorium that was set to expire in 180 days, but which Hempstead then repeatedly renewed after [it] took title . . . . [It] could not possibly predict that the [c]hallenged [z]oning, enacted in 2020—*three years* after [it] purchased the [p]roperty in 2017—would restrict ‘more than 90% of the lots available for development.’ ”

The court also found that “Hempstead’s supposed purpose [wa]s contradicted by the [c]hallenged [z]oning, which allegedly permit[ted] [WG] to develop residences ‘almost exclusively in areas of the [p]roperty [in] a flood zone’ while ‘prohibit[ing] development in parts of the [p]roperty that [we]re not within a flood zone.’ ”

Thus, the court found WG had asserted a valid unconstitutional taking claim.

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#### *Case Snapshot:*

*The owner of a golf course challenged several municipalities’ decision to deny its request for permission to construct residential dwellings on its property. It claimed they had violated federal and state law by rezoning its property in Woodmere, New York to limit development.*

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## Discrimination

**Housing advocate seeks to intervene in case alleging township, zoning board tried to thwart people from moving in**

*Citation: T&R Properties, Inc., et al., Plaintiffs, v. Berlin Township, et al., Defendants. Additional Party Names: Berlin Township’s Board of Trustees, Board of Zoning Appeals, Zoning Commission, 2025 WL 1682227 (S.D. Ohio 2025)*

T&R Properties Inc. (T&R) purchased parcels of land for intended mixed commercial and residential use in Berlin Township, Ohio. It claimed its development plans for residential housing including affordable apartments it said would expand housing opportunities for minorities aligned with the township’s comprehensive zoning plan. It also asserted that its plans complied with all applicable zoning requirements, including those regarding dwelling unit density.

After Berlin Township denied T&R’s applications for approval of its proposed developments, T&R alleged that it had acted with a discriminatory motive—that is, to preclude lower income individuals and racial minorities from moving into the township.

T&R then filed a Fair Housing Act lawsuit against the township and its board of trustees, zoning commission, and board of zoning appeals. It alleged intentional discrimination against racial minorities and disparate impact discrimination. In addition, T&R claimed the township

violated its substantive due process and equal protection rights under the Fourteenth Amendment of the Constitution.

The Fair Housing Advocates Association, Inc. (FHAA), an Ohio-based nonprofit corporation that combatted unlawful housing discrimination and provided equal housing opportunities through “education, monitoring, conciliation and by enforcing” fair housing laws, asked the court to intervene in the lawsuit.

FHAA, which T&R had contacted to help investigate the township’s alleged discriminatory conduct, asserted that it had been injured because the township’s discriminatory housing practices frustrated its mission or purpose of eliminating unlawful discriminatory housing practices. In its view, the township frustrated that purpose by rejecting T&R’s proposed housing plans and excluding low-income individuals and racial minorities from living there.

**DECISION: Request to intervene denied.**

The FHAA was not entitled to intervene based on a statutory right or a substantial legal interest.

The township argued the FHAA’s request to intervene must be denied because the organization did not have standing to assert a claim. In its view, the FHAA’s voluntary expenditure of resources to counsel T&R or to advocate against its actions was not the type of injury that established standing.

In the FHAA’s view, it had statutory standing to intervene “because it [wa]s an ‘aggrieved person’ under the Fair Housing Act.” It claimed it had standing to bring its own claims against the township under that federal law, which authorized an aggrieved person to file a lawsuit if they were “injured by a discriminatory housing practice” or believed that they would be injured by a discriminatory housing practice about to occur.

“FHAA’s argument is misplaced. For starters, the Fair Housing Act gives an aggrieved person the right to intervene only when the United States is the party bringing a charge of housing discrimination . . . . Here, a private citizen initiated the suit and FHAA lacks a statutory right to intervene,” the court found.

And “FHAA has not demonstrated that it is an aggrieved person with standing to assert its own claims . . . . To possess standing, an organization must have a ‘personal stake in the dispute.’ . . . The first and second requirements of standing—injury in fact and traceability (or causation)—are ‘the two key questions in most standing disputes.’ ”

The bottom line: An organization could not “bring suit based solely on a desire to bring a governmental entity into perceived compliance with the law.” Because the FHAA could not show that “its ‘injury likely was caused or likely w[ould] be caused by the [township’s] conduct’ ” it couldn’t establish standing.

**PRACTICALLY SPEAKING**

The FHAA would have had to show that the township’s action “caused a likely and predictable response from the regulated party which in turn injured the organization

. . . . [It also had to show] ‘a predictable chain of events leading from the government action to the asserted injury—in other words, that the government action ha[d] caused or likely w[ould] cause injury in fact’ to [it].”

In applying these standards, the FHAA did not have standing to qualify as an aggrieved person who could assert the proposed intervenor claims. “The [t]ownship is not alleged to have taken any action against FHAA directly . . . . Rather, FHAA wishes to intervene because of its ideological opposition to the [t]ownship’s alleged discriminatory practices. FHAA alleges that its mission to eliminate unfair housing practices was frustrated by the [t]ownship’s rejection of T&R’s zoning applications. However, ‘an organization may not establish standing simply based on the intensity of the litigant’s interest or because of strong opposition to the government’s conduct.’ ”

“Here, FHAA alleges that the [t]ownship’s denial of T&R’s request for zoning approval caused injury to FHAA because it expended resources to assist T&R and conduct an investigation. Even as alleged in the intervenor complaint, the actual, concrete injury was to T&R (rejection of its zoning applications). There are no allegations to support an inference that the injury to T&R would likely in turn force FHAA to expend resources. To the contrary, FHAA chose to help when T&R voluntarily approached FHAA for guidance. At the point in time it was approached by T&R, FHAA had no injury caused by the [t]ownship. FHAA cannot manufacture standing merely by choosing to help T&R by conducting an investigation and advocating against the [t]ownship’s alleged practices,” the court explained.

## Around The Nation

### Connecticut

More on high court’s ruling in *High Watch Recovery Center Inc. v. Planning and Zoning Commission of the Town of Kent*

In the last edition of *Zoning Bulletin*, we reported on a case where a recovery center sought town approval to construct hoop house on land across the street from its residential facility. You may recall that the Zoning Board of Appeals for the Town of Kent, Connecticut denied the recovery center’s request, but that on appellate review a court disagreed and that on further review, the Supreme Court of Connecticut reversed the appeals court’s ruling.

Let us take a closer look at some of the high court’s discussion about nonconforming use in that case below:

- To determine if a nonconforming use had been permissibly intensified or impermissibly expanded, the court assessed a question of fact. This meant the commission’s factual resolution of the issue had to be supported by substantial evidence in the record. “The substantial evidence rule is similar to the sufficiency of the evidence standard applied in judicial review of jury verdicts, and evidence is sufficient to sustain an agency finding if it affords a substantial basis of fact from which the fact in issue can be reasonably inferred,” the court noted.

- Here, it was undisputed on appeal that the use to which the proposed hoop house would be dedicated—agricultural therapy—was nonconforming. Therefore, “the sole question before [the court] was whether there [wa]s substantial evidence in the record to support the commission’s factual finding that it would constitute an impermissible expansion of that nonconforming use.”

The bottom line: The court found there was substantial evidence to support the commission’s decision:

- **That evidence established that the proposed hoop house would permit HWRC to extend its current therapeutic agricultural program into “‘seasons [during which it] would otherwise not be able to’ grow fruits and vegetables outdoors”;** and
- **The VP told the commission that the “[t]he simple fact of the matter [wa]s that [HWRC] [could not [grow produce] in January, but a hoop house w[ould] help [it] do that.”**

“On the basis of this evidence, the commission reasonably found that the proposed hoop house impermissibly would expand [HWRC’s] current seasonal nonconforming use of the subject property for agricultural therapy into a year-round use,” the court concluded.

*The case cited is High Watch Recovery Center, Inc. v. Planning and Zoning Commission of Town of Kent, 352 Conn. 1, 334 A.3d 972 (2025).*

#### Massachusetts

Cape Cod man says he'll see local zoning board in court for denying request to continue selling lobsters on his lawn

The local zoning board in Yarmouth, Massachusetts recently denied an appeal of a resident who wanted to keep selling lobsters on his front lawn, which his family had been doing for decades.

Following the denial of his appeal, the resident told a local news outlet that he would file suit. We'll keep you posted on any court filings that come about.

Source: [boston25news.com](https://www.boston25news.com)

Town of Burlington questioning whether ICE facility violating local zoning rules

The Town of Burlington, Massachusetts’ select board

chair recently said that a building being used as an Immigration and Customs Enforcement (ICE) detention facility is essentially zoned to operate as an office building, *Boston 25 News* reported.

Questions over the use of the building arose after a teenager who ICE detained there for several nights spoke out about the facility’s conditions. ICE told *WBZ-TV* that there were instances where detainees might have to stay at its Burlington office for a short amount of time but they are provided with “ample food, regular access to phones, showers and legal representation as well as medical care when needed” while there.

The select board chair told *WBZ* that this is a gray issue for Burlington since the facility is federally operated and it’s unclear how much jurisdictional authority the town may have over it.

Sources: [boston25news.com](https://www.boston25news.com); [cbsnews.com](https://www.cbsnews.com)

#### Ohio

“Plan Beaver Creek” land use development plan overhaul underway

For the remainder of this year and for 2026, the City of Beaver Creek is going to be collaborating with OHM Advisors and ZoneCo to develop a Land Use Plan and Code Update (zoning and maintenance code). “This initiative will provide a strategic framework for the city’s future growth, balancing development, preservation, and community priorities,” the city explained.

The project will:

- “involve an extensive review of previous plans”;
- provide “in-depth analysis”;
- include “research to build upon the city’s existing vision while identifying new opportunities for improvement.”

Additionally, the collaborators plan to engage the public throughout the process to ensure that “the plan and code updates reflect the community’s needs and aspirations.”

For more information on Beaver Creek’s efforts to reinvent its comprehensive plan while “supporting economic vitality, environmental sustainability, and a high quality of life for all who live, work, and invest” there, visit [planbeavercreek.com](https://www.planbeavercreek.com).

Source: [planbeavercreek.com](https://www.planbeavercreek.com)



**COLLEGE TOWNSHIP COUNCIL  
REGULAR MEETING MINUTES  
Thursday, July 17, 2025 7:00 PM  
1481 E. College Avenue, State College, PA 16801  
Hybrid Meeting (In-Person or via Zoom)**

**ATTENDED BY -  
COUNCIL**

L. Eric Bernier, Chair  
Susan Trainor, Vice Chair  
Dustin Best  
D. Richard Francke  
Tracey Mariner

**STAFF:**

Adam T. Brumbaugh, Township Manager/Secretary  
Mike Bloom, Assistant Township Manager  
Don Franson, P.E., P.L.S., Township Engineer  
Mark Gabrovsek, Zoning Officer  
Amy Kerner, P.E., Public Works Director  
Katy VanAmburg, Assistant Township Secretary

**ABSENT:**

Lindsay Schoch, AICP, Principal Planner

**CALL TO ORDER:** Mr. Eric Bernier, Council Chair, called to order the July 17, 2025, regular meeting of the College Township (CT) Council at 6:59 PM and led in the Pledge of Allegiance.

**PUBLIC OPEN DISCUSSION:** No *Public Open Discussion* items brought forward.

**NEW AGENDA ITEMS:** No *New Agenda* items were added to the agenda.

*Ms. Mariner arrived to the meeting at 7:02 PM.*

**PLANS:                                    P-1                    Greystar Development – University and Hastings Student Housing Sketch Plan**

Mr. Christopher Nasuti, P.E., HRG, Inc., on behalf of the developer Greystar, presented preliminary site plans and a presentation on the proposed Greystar Development Student Housing Facility at University Drive and Hastings Road. He noted the land for the project will be leased from Penn State University (PSU) and is located in State College Borough. The project site is located at the southeast corner of University Drive and Hastings Road at the location of existing PSU long term parking facilities, and a portion of this parking area is located in CT.

The project will include the construction of four (4) student residence halls totaling approximately 109,196 square feet of total building footprint, asphalt parking, bike paths, concrete sidewalks and hardscaping, stormwater facilities, and various site utilities. The anticipated schedule includes students occupying the first set of two (2) structures for the 2028-2029 academic school year (Phase 1) and full occupancy of all four (4) facilities for the 2029-2030 academic year (Phase 2).

Mr. Nasuti offered the site design will accommodate the regional bike path, or Path to Campus, by routing the path either through or around the site, and bicycle storage facilities will be provided at each building. The bike path will connect to the existing path at the intersection of University Drive and Hastings Road. Discussions occurred about the location of the new portion of the bike path, how it will connect to the Path to Campus, and

timing of construction. Discussions also occurred regarding infrastructure, stormwater management, parking, and transportation.

Council offered appreciation to Mr. Nasuti for his thorough presentation.

**REPORTS:**

**a. Manager's Update**

Mr. Adam Brumbaugh, Township Manager, offered the Manager's Update report as presented. He noted he received an update from Ms. Pam Adams, Planning Director at Centre Regional Planning Agency (CRPA), about the status of the Solar Power Purchase Agreement (SPPA). The final agreement has been signed by all ten (10) participating municipalities, and was forwarded on to the developer Prospect14. He noted as of July 8, 2025, Prospect14 has yet to sign the agreement.

Mr. Best inquired about the Elmwood Street bridge project. Mr. Don Franson, Township Engineer, offered construction should be complete by mid-September.

**b. COG Regional, County, and Liaison Reports**

**COG Human Resources:** Ms. Mariner reported the COG HR Committee met on July 2, 2025, and discussed developing a more formalized Code of Conduct policy specifically for elected officials, to promote appropriate conduct inside/outside of public meetings.

**COG Climate Action Sustainability Committee (CAS):** Mr. Best reported the COG CAS Committee met on July 14, 2025, and discussed updating the Environmental Purchasing Policy and potentially incorporating it into the COG Purchasing/Procurement Policy. He noted the updated policy will be available in 2026.

**COG Public Safety Committee:** Ms. Trainor reported the COG Public Safety Committee meeting was canceled.

**COG Facilities Committee:** Mr. Francke reported the COG Facilities Committee met on July 1, 2025. The Committee discussed the Hess Softball Complex Master Plan All-Ages Layout and the COG Maintenance and Asset Management agreement with the fire stations, discussed energy usage in the COG facilities, and heard updates on the 2025 Capital Projects.

**COG Finance Committee:** Mr. Francke reported the COG Finance Committee met on July 10, 2025. The Committee discussed the Hess Softball Complex Master Plan All-Ages Layout, and reviewed updates to the Fund Balance Policy.

**c. Staff/P.C./Other Committee Reports**

**CT 150<sup>th</sup> Sesquicentennial Committee (CTSC):** Mr. Best reported the CTSC met on July 15, 2025. The Committee finalized logistics related to the CT Night at the Spikes on Saturday, August 9, 2025. He mentioned the next Sesquicentennial event being held is Soup and Song on the Lemont Village Green on Friday, September 19, 2025.

**CT Industrial Development Authority (CTIDA):** Ms. Trainor reported the CTIDA meeting was canceled.

**CT Planning Commission (PC):** Mr. Matthew Fenton, PC Vice Chair, offered that PC met on July 15, 2025. PC heard a presentation on the Centre Region Comprehensive Plan from Ms. Pam Adams, and reviewed the Halfmoon Towing and Greystar Land Development Plans (LDP).

**CT Parks and Recreation Committee:** Ms. Janet Sulzer, CT Parks and Recreation Committee Chair, reported the Committee did not meet in July. The next meeting will be held on August 11, 2025.

**d. Diversity, Equity, Inclusion & Belonging Reports (Public invited to report)**

Mr. Mike Bloom, Assistant Township Manager, offered a DEIB report that included the following:

**Month Long Observations:**

- French-American Heritage Month
- National Minority Mental Health Awareness Month
- Disability Pride Month

**Recognition Days:**

- International Non-Binary People's Day is July 14<sup>th</sup>
- 35<sup>th</sup> Anniversary of the Americans with Disabilities Act (ADA) being signed into law is July 26<sup>th</sup>

**CONSENT AGENDA:**

**CA-1 Minutes, Approval of**

- a. June 18, 2025 – College Township Council Regular Meeting Minutes
- b. June 25, 2025 – College Township Council Special Meeting Minutes

**CA-2 Correspondence, Receipt/Approval of**

- a. Email from Lemont Village Association (Smith) dated June 16, 2025, regarding CATA bus service during Elmwood Street closure
- b. Letter from A Soldier's Hands regarding the Walk to Remember donation
- c. Letter from CBICC requesting 2025 contribution towards Economic Development
- d. Email from Dan Materna dated July 7, 2025, regarding Casino
- e. Letter from Penn Terra Engineering dated July 3, 2025, regarding time extension for the Home2Suites at Shiloh LDP to October 25, 2025
- f. Letter from Neil Sullivan, PSU Planner, dated July 3, 2025, regarding signage at Beaver Stadium
- g. Letter from Dewberry Engineers dated July 11, 2025, regarding time extension for the Walmart #2230 LDP to October 28, 2025

**CA-3 Action Item, Approval**

- a. Resolution R-25-16 – Centre County Hazard Mitigation Plan (HMP) update
- b. Proclamation P-25-04 – Recognizing the 35<sup>th</sup> Anniversary of the Americans with Disabilities Act (ADA)

**Mr. Best made a motion to approve the Consent Agenda minus CA-2.a. and CA-2.f.**

**Ms. Mariner seconded the motion.**

**Motion carried unanimously.**

**CA-2.a.:** Mr. Best inquired about bus service in Lemont during the Elmwood Street bridge closure. Mr. Brumbaugh offered CATA bus service in Lemont is being affected by the street closure, but an alternative route is

not feasible. He offered he attended a meeting at CATA on July 17, 2025, and heard updates on the expansion of the CATA GO service in CT. He noted service will be expanded throughout all of CT, but may not be available until after Elmwood Street reopens.

**CA-2.f.:** Mr. Brumbaugh offered Mr. Bernier, Ms. Trainor, and Staff met with PSU representatives recently regarding signage at Beaver Stadium. PSU is requesting changes to the existing sign ordinance, and potentially the zoning ordinance, to include video display boards as part of renovations being done currently at the stadium. Mr. Mark Gabrovsek, Zoning Officer, offered he researched other municipalities' ordinances and found they had created separate ordinances to accommodate these types of larger venues. Discussions occurred regarding safety concerns with digital signage. It is the consensus of Council to move forward with a remand letter to PC to consider this request.

**Mr. Best made a motion to approve the Consent Agenda items CA-2.a. and CA-2.f. as part of the Consent Agenda.  
Ms. Trainor seconded the motion.  
Motion carried unanimously.**

**OLD BUSINESS:**           **OB-1**       *None*

**NEW BUSINESS:**       **NB-1**       **2026 COG Strategic Guide to Services & Investments (SGSI)**

Mr. Brumbaugh offered a memorandum dated July 17, 2025, and included a *Manager Identified* "Municipal Feedback & Review" comment sheet as well as an Ordered Ranking of proposed 2025 COG Capital Improvement Program (CIP) expenditures as identified by the COG Executive Director. The Ordered Ranking sheet lists each expenditure proposal in order by COG priority as identified by the COG Executive Director.

Mr. Brumbaugh primarily agrees with funding the top sixteen (16) items. If funded, the sixteen (16) items represent an expenditure of \$944,037 in 2026. If all items identified within the SGSI were funded, total CIP spending in 2026 amounts to \$2,578,207. Mr. Brumbaugh noted that the Code Agency requests were not calculated in the value of the top sixteen (16) projects due to Code operating as an Enterprise Fund that does not rely on municipal funding for CIP purchases. Finally, he noted he supports each of the suggested actions identified that have no direct costs to the municipal partners.

Council was asked to review the Manager comments and make final recommendations on the SGSI. Council's recommendations will then be forwarded to COG.

Mr. Ben Estell, COG Executive Director, was present for questions/comments and reiterated the SGSI is yet to be finalized. Mr. Estell noted the COG rankings are his personal ranking of each priority item, and will differ from the COG agency ranking.

Mr. Francke noted CT's contribution to the sixteen (16) item expenditures is 16.33% or roughly \$160,000.

Mr. Brumbaugh noted he missed commenting on the first item under Parks and Recreation – should \$5,000 in additional funding be approved for specialized staff training? He offered his comment is he acknowledges the need, but it is ranked too low.

It is the consensus of Council to accept the Manager's comments on the SGSI municipal comment guide as presented.

**Mr. Francke made a motion to approve the SGSI municipal**

**comment guide as presented with comments included by the Township Manager.  
 Ms. Mariner seconded the motion.  
 Motion carried unanimously.**

**NB-2 Thompson Woods Preserve Request for Allocation of Funds**

Mr. Bloom offered the Thompson Woods Preserve - Governance Committee is requesting a 2025 funding allocation to allow for the update to the 2018 Forest Restoration Plan for the Thompson Woods Preserve. An update will be essential to the planning and implementation of future forest restoration projects.

The Governance Committee envisions a plan update process led by Mr. Mike Wolf of Appalachian Forest Consultants, who developed the original plan. Mr. Wolf has provided a verbal estimate of \$5,000 to complete the plan update. The Governance Committee would request an allocation not to exceed \$5,000 that would be subject to the following cost share formula, as outlined in the intermunicipal cooperation agreement:

<b>Partner</b>	<b>Acreage Owned</b>	<b>Funding Share</b>	<b>Municipal Share</b>
College Township	36.61 acres	84.43%	<b>\$4,221.50</b>
State College Borough	6.75 acres	15.57%	\$778.50
<b>Totals</b>	43.36 acres	100%	\$5,000.00

**Mr. Francke made a motion to authorize funding the CT municipal share of the cost to update the 2018 Forest Restoration Plan, not to exceed \$5,000.  
 Ms. Mariner seconded the motion.  
 Motion carried unanimously.**

**STAFF**

**INFORMATIVES:**

- SI-1** Traffic Signal Grant Status
- SI-2** Traffic Signal Project List
- SI-3** 2024 EIT Audit – **available in Dropbox-Supplemental folder**
- SI-4** 2024 LST Audit – **available in Dropbox-Supplemental folder**
- SI-5** LRTP Public Meeting Information
- SI-6** July 2025 EZP Update

**COUNCIL/STAFF OTHER MATTERS:** Mr. Brumbaugh offered Breeze Airways is actively considering bringing flight service to State College Regional Airport (SCRA), and they are seeking community financial support. He noted SCRA and several municipalities have already contributed, and CT may want to consider making a contribution not to exceed \$5,000. Council requested Staff add this item to the agenda for the August 7, 2025 meeting.

Mr. Bernier offered there is an open house to discuss the Long Range Transportation Plan (LRTP) scheduled for July 22, 2025, at the COG building.

**ADJOURNMENT**

Chair Bernier called for a motion to adjourn the meeting.

**Ms. Mariner moved to adjourn the July 17, 2025 Regular College Township Council meeting.  
 Mr. Francke seconded the motion.**

The July 17, 2025 Regular College Township Council meeting was adjourned at 8:54 PM.

Respectfully submitted,

Adam T. Brumbaugh

Adam T. Brumbaugh  
Township Secretary

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**AUGUST 2025**

**SUBDIVISION/LAND DEVELOPMENT PLAN COUNCIL ACTION DEADLINES**

<b>Title</b>	<b>Submitted</b>	<b>Action Deadline</b>
St. Ives Canterbury Crossing	6/17/2025	9/15/2025

**SUBDIVISION/LAND DEVELOPMENT PLAN ACTIVITY**

<b>Title</b>	<b>Recording Deadline</b>	<b>Comments</b>
Summit Park Subdivision (Preliminary)	November 25, 2025	7/17/23 submitted, comment req. sent 7/18; comments due 7/28; revision due 8/7; comments due 8/11; to PC 8/14; to CTC 9/7; 9/8/23 conditional approval letter sent; JRA note is good; 11/4 emailed for extension request; drawings submitted for RR crossing, cost estimate received; looking into grants; revision received 6/11/2025
Home2 Suites Hotel	October 25, 2025	6/17 submitted; 6/18 completeness review and comments request sent; 6/27 comments due; revision due 7/8; comments due 7/12; to PC 7/17; to CTC 8/1; 8/2 conditional approval sent, 8/2 accepted; 9/26 ext. req. received, to CTC 10/3, sent approval 10/4; ext req received 1/2, to CTC 1/16, app sent 1/21; emailed for ext req 4/3; ext req received 4/3, to CTC 4/17, app sent 4/18; ext req received 7/3, to CTC 7/17, aprvl sent 7/18; 7/24 received LOC; <b>7/28 received revision before signatures</b>
Crew 814 PRD	PH 12/19/2024 PH 2/6/2025	10/21 submitted; 10/22 completeness review and comments request sent; 10/30 staff comments review; 11/1 comments due; 11/7 CTC set public hearing; to CTP&R 11/18; to PC 11/19 (to begin review); 11/22 revision due; comments due 11/27; to PC 12/3 tabled to 12/17; revision due 12/9; public hearing to begin 12/19, continued to 2/6; discuss conditions at 3/6 CTC, to be finalized and approved 4/3; findings of fact to CTC in April; Final plan to be submitted; Tentative must be fully executed prior to recording final plan

Clear Water Conservancy	October 13, 2025	11/13 submitted; 11/14 completeness review and comment request sent; 11/27 comments due; revision due 12/9; comments due 12/13; to PC 12/17; to CTC 1/16; cond. app sent 1/21, accepted 1/21; DRI to CRPC April, back to CTC for approval; ext req to CTC 4/3, aprvl sent 4/4; revisions to come; DRI to CTC 5/15; 6/2 emailed for ext. req., received 6/11, ext. req. to CTC 6/18, aprvl sent 6/19; Planning Module incomplete by CRPA
Dreibelbis Medical Office (Preliminary)	November 5, 2025	11/18 submitted; 11/19 completeness review and comment request sent; 12/2 comments due; revision due 12/9; comments due 12/13; Sepp to submit new Prelim only cover sheet; 5/15 received new Prelim. Plan; comments sent 5/30; to PC 6/17; <b>to CTC 8/7</b>
PSU – ADL Swing Space	October 13, 2025	11/18 submitted; 11/19 completeness review and comment request sent; 12/2 comments due; revision due 12/18; comments due 1/3; to PC 1/7; to CTC 1/16; cond. app sent 1/21, accepted 1/23; ext req to CTC 4/3, aprvl sent 4/4; 4/2 received planning module; *addressing before recording; 6/2 emailed for ext. req., received 6/6, ext. req. to CTC 6/18, aprvl sent 6/19; 7/11 received revision for review; 7/28 staff approved; 8/11 emailed, ready to record
Walmart #2230	October 28, 2025	1/24 submitted; 1/27 completeness review and comment request letter sent; 2/7 comments due; revision due 2/18; comments due 3/14; revision due 3/24; review ext. received 4/3; to PC 4/15; to CTC 5/1; 5/2 conditional approval letter emailed, accepted 5/7; 6/10 received plan for signatures; clarifying CTWA easement
Halfmoon Towing	November 5, 2025	6/16 submitted; 6/17 completeness review and comment request letter sent; 6/27 comments due; 7/7 revision due; comments due 7/11; to PC 7/15; <b>to CTC 8/7</b>
St. Ives Canterbury Crossing	September 15, 2025	6/17 submitted; 6/30 completeness review and comment request letter sent; 7/11 comments due; 7/21 revision due; <b>comments due 7/31; to PC 8/5;</b> to CTC 8/21

## MINOR PLANS

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Summit Park/Stuckey Submitted 8/8/2025 sent to Schnure, Kauffman & Wargo; comments due 8/22; revision due (Tues) 9/2  
**Expires 10/7/2025**

## OTHER

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Dale Summit Area Plan 12/22/2023 Draft sent to CTC and PC; Joint meeting CTC/PC 1/24/2024; 1/29 FBC distributed; 3/26 CTC/PC joint meeting; to be remanded to PC 5/7; 5/7 PC had questions about remand; 6/6 CTC received questions, DPZ to answer; 8/6 PC to get into FBC; staff to send 8/6 PC meeting recording to DPZ; 9/3 PC recommended tabling the discussion; joint meeting 11/20/24; sent DPZ link to 11/19 PC meeting and copy of PRD for comment; 1/21/2025 PC/CTC joint meeting to be scheduled soon; Feb & March PC commercial/neighborhood street discussions; 4/30 joint CTC/PC meeting; 5/29 binders distributed to team, 6/3 to PC; ongoing

DCNR Grant Spring Creek Park For basketball court and tennis court resurfacing; survey completed 10/2024, revised; to determine if courts need complete refurbish or spot sealing; quotes from 2 CoStars to be sent to DCNR; PO for CoStars to Adam; set of plans to be finalized and submitted to DCNR; demo 8/14; ongoing

College/Houserville/Pike Bridge PennDOT traffic count to occur early October 2024; meeting 1/16/2025 to address areas of concern, work to be 100 days, traffic detours discussed; 5/28 preliminary utility meeting on-site; 7/1 received design field view package; on-site meeting scheduled for 7/15; ongoing

Benner Pike System (4 signals)  
(TST & GLG) Frank is working with help of District 2 PennDOT; Application due September 30; resolution to be passed; Application submitted; 12/14 approved for \$127,700; need RFP for traffic engineering services; 3/28 RFP submission deadline; 5/3 consultant chosen; PO for Adam to sign and return to Nick; meeting 8/9; Q4 status report done; to coincide with GLG; 3/22/2024 plans sent to PennDOT for review; bid package to come soon; Advertised 8/13 & 8/16; Bid Opening 10:00am 8/27; awarded to Dixon 9/5; 10/2 Nick picked up contracts; equipment ordered; work to wrap up mid-March; Dixon to return March/April to install fiber & switches; GLG portion is complete; 5/28 fiber completed, waiting for PennDOT; Signal Control to be on-site 7/9-10 to complete hook up; ongoing

E College/Gerald/Struble Signal Coordinate with Columbia Gas and PennDOT; to include traffic and railroad signal; potential start March/April 2025; contractor

	to layout signal poles, then call meeting with CT, PennDOT & Gibson-Thomas; meeting to be set; ongoing
E Park System (7 signals)	2/23/24 submitted to PennDOT; awarded August 2024; 1/6/25 Trans provided Eng. Proposal, accepted; counts to begin Feb/March; 3/10 kick-off meeting at CT Trans, CT & PennDOT; 6/4 Trans submitted requested data to PennDOT; ongoing
E College/322 (4 signals) ARLE	Awarded \$146,320; 9/9/24 Trans starting traffic counts, 9/16 counts completed; 1/6/25 Trans waiting for PennDOT comments; analysis & final design to be completed Jan/Feb 2025; 3/10 Trans received comments from PennDOT; ongoing
University & Curtin GLG	Grant submitted 2/27/25; to budget \$126,000 for 2026; ongoing
S Atherton & Scenery	Replace cabinet & radar; 2024 Patton Twp ARLE, waiting for update from Patton; awarded to Kuharchik
E College & Decibel	Pedestrian crossing upgrades; Casino; ongoing

## **TRACKING**

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126 Randy Lane	Submitted 7/18/2025, Exp 9/16/2025; comments due 8/25
Benner/PSU PFAS	CT comment: keep process open and transparent; DEP acknowledged receipt of PSU NIR (notice of intent to remediate); CT residents impacted by plume (hence transparency request)
Mount Nittany Manor MOU	Review and <b>comments due 8/15</b>

## **ENGINEERING BOND/LOC SURETY EXPIRING SOON**

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Gaslight Circle (Barnbridge) – October 31<sup>st</sup>

## **LDP's UNDER CONSTRUCTION**

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Canterbury Crossing	Winfield Heights
PSU IPASS	Mount Nittany Medical Center
PSU Soccer Complex	Rearden Steel
State College VA Parking	335 Innovation Building
UAJA Biosolids Upgrade Project	Nittany Casino
Maxwell Storage	PSU Beaver Stadium
Mount Nittany Elementary School	State College VA Parking
Stocker Body Shop (Zoning Surety)	
Arize FCU (Zoning Surety)	
Jersey Mike's (Zoning Surety)	

**Sharon E. Meyers**

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**From:** Lindsay Schoch  
**Sent:** Monday, August 18, 2025 9:54 AM  
**To:** Sharon E. Meyers; Katy VanAmburg  
**Subject:** Fw: Comments on Canterbury Crossing plan submission August 19, 2025

FYI

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**From:** Snow, Dean R. <drs17@psu.edu>  
**Sent:** Saturday, August 16, 2025 2:23 PM  
**To:** Lindsay Schoch <lschoch@collegetownship.org>  
**Subject:** Comments on Canterbury Crossing plan submission August 19, 2025

### To The Planning Commission

I am responding to a report that S&A Homes has plans for 26 condominium townhouses for the St. Ives neighborhood of the development, to be built on a supposedly 5.3-acre tract between Asbury Lane, Brandywine Drive and the golf course property. The planned residential plan was said to be similar to one approved around 2008 but was never constructed.

I have lived at 204 Brandywine Dr. for the last thirty years. When we moved here in 1995 we briefly considered a unit in one of the three existing St. Ives buildings (Figs. 1 & 3). However, like many others at the time we rejected the idea of moving into a small three-story home. S&A responded to that common reaction by not extending St. Ives along Asbury Lane, leaving the then existing plan only partially developed. They later applied for and received permission to subdivide the unbuilt portion from the original St. Ives property in order to construct something more marketable (apparently the 2008 plan, Fig 2). We moved into Canterbury Crossing (Fig. 3), buying a house in the lower left corner of Figure 4.

S&A is now proposing 26 units in five buildings for what they claim is a 5.3 acre tract. Satellite imagery indicates that it is closer to 3 acres (Fig. 4). They hope to construct the five buildings in the middle of an attractive neighborhood of single-family homes. Figure 2 shows Canterbury Crossing as it appeared around 2008. Notice that existing house lots average just under a half-acre each. The proposed plan would be very dense, 26 units in five buildings on a tract that would accommodate at most only five or six standard single-family lots. The impervious coverage would be close to 70%, not the 37% claimed for this shallow ( $\pm$  910x145 ft.) tract. The five multifamily units recently built on the south side of Brandywine take up 836 linear feet, 92% of the long narrow tract that they say will also accommodate a storm swail.

The applicants have suggested that the townhouse buildings on the north side of the newest part of development to the east of on Figure 3 are similar to what the five proposed buildings would look like. Such structures would not be in keeping with the character of our neighborhood. They would be entirely inappropriate here, being not even up to the design standards of the existing St. Ives buildings.

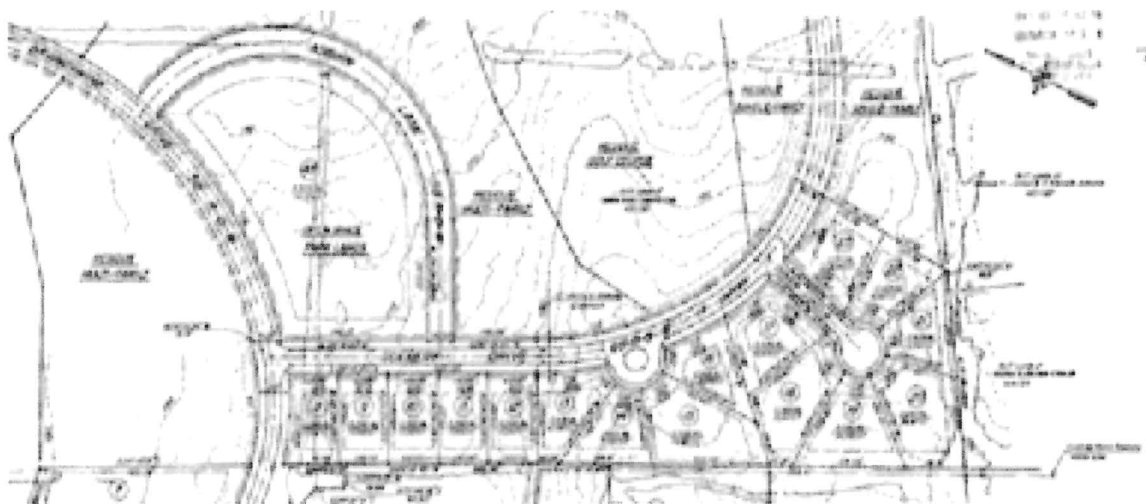
I would expect S&A to propose construction of five or six single-family homes on the available tract. To pack 26 townhouse units into the available space would seriously degrade the attractiveness of the neighborhood, and would negatively impact the values of existing properties.

It appears that S&A has already committed to demolishing the existing access roads and parking areas along this part of Asbury, as well as existing associated utility lines (sewer, electrical,

cable, water). Thus, doing this project right would not add to their costs. Finally, I must note that despite the fact that Canterbury is close to being built out, we still do not have a proper owner's association in which current owners can elect officers and collectively discuss and resolve issues of common interest. I urge the Commission to make an effort to solicit additional homeowner views in this matter. Communications after the fact are more likely to be fraught.



**Figure 1. Sketch plan from around 1995. Three (not two) St. Ives buildings were completed by then but not correctly shown here.**



**Figure 2. Partial plan in 1988. St. Ives not shown. "Residue Multi-Family" mostly shown. All parcels on the south side of Brandywine have been built as of 2025.**



**Figure 3. Canterbury Crossing in 2025.**



**Figure 4. Residue Multi-Family in 2025.**

**Dean Snow  
204 Brandywine Dr.  
State College, PA 16801**