

# ZONING APPEAL APPLICATION

## APPLICATION REQUIREMENTS

**Appellant (applicant or other person of legal standing) must attend hearing.**

### A. FORMS TO BE COMPLETED AND INFORMATION SUBMITTED

1. 10 Copies of the completed Zoning Appeal Application
2. 10 Sets of Supporting Documentation, including:
  - a. Applicable site plans
  - b. Letter of Intent/Project Narrative/Description of Work
  - c. A Plot Plan/Location Map of the subject property. The Plot Plan must:
    - (i) Be drawn to scale;
    - (ii) Show the North Point;
    - (iii) Show all property lines;
    - (iv) Show the location of the buildings and structures on the property (both existing and proposed); and
    - (v) Show the distances to property lines of all proposed improvements.
  - d. Applicable construction documents
  - e. Copy of the current Lehigh County Property Assessment record. (You may attach a copy of your current Deed instead of, or in addition to, the Lehigh County Property Assessment record).
  - f. If the applicant is other than the property owner, written proof of interest, or a written statement signed by the owner(s) of the property giving you authorization to present the property owner's interests before the Zoning Hearing Board.

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SEP 23 2023

COMMUNITY DEVELOPMENT  
SOUTH WHITEHALL TOWNSHIP

### B. ZONING HEARING BOARD FEES

1.	<b>RESIDENTIAL APPEAL CATEGORIES</b>	<b>FEE</b>
a.	<b>Dimensional Variances</b> All appeal items that strictly involve physically measurable or quantifiable requirements, of the Zoning Ordinance such as separation distances, setbacks, height, volume size, etc.	\$250
b.	<b>Special Exceptions, Use Variances and All Other Appeals</b>	\$350
c.	<b>Temporary Use Reviews</b>	\$250
d.	<b>Time Extension</b> Extensions of time for decisions previously granted by the Zoning Hearing Board	\$200
e.	<b>Zoning Hearing Board Continuance</b> Fee for each advertised Zoning Hearing Board Hearing after the initially-advertised Hearing.	\$150
The applicant is responsible for 50% of the stenographer fees associated with the Zoning Appeal.		

2.	<b><u>NONRESIDENTIAL APPEAL CATEGORIES</u></b>	<b><u>FEE</u></b>
a.	<b>Dimensional Variances</b> All appeal items that strictly involve physically measurable or quantifiable requirements of the Zoning Ordinance such as: separation distances, setbacks, height, volume, size, area, number of parking spaces, number of signs, square footage of signs, or the provision of site improvements that are required of the appellant by the Zoning Ordinance	\$750
b.	<b>Special Exceptions, Use Variances and All Other Appeals</b>	\$1,000
c.	<b>Temporary Use Reviews</b>	\$250
d.	<b>Time Extension</b> Extensions of time for decisions previously granted by the Zoning Hearing Board	\$200
e.	<b>Zoning Hearing Board Continuance</b> Fee for each advertised Zoning Hearing Board Hearing after the initially-advertised Hearing.	\$150
<b>The applicant is responsible for 50% of the stenographer fees associated with the Zoning Appeal.</b>		

All appeal items on any given appeal application shall be categorized as shown above and, where more than one category is included in the appeal, the fee for all categories involved in the appeal shall be charged to the appellant. Where there is any uncertainty about which of the categories under which an appeal item should fall, that category with the higher fee shall apply.

#### **D. MISCELLANEOUS INFORMATION:**

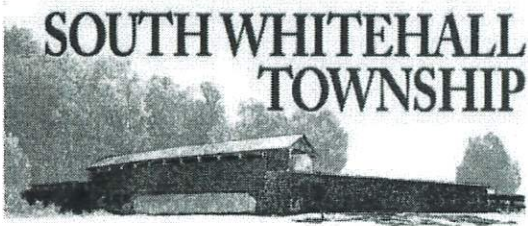
1. All information required must be submitted and all fees must be paid no later than 4:00 p.m. on the cutoff date listed. If the submission is not complete, the application will be held until the following month.
2. The Zoning Hearing Board is permitted forty-five (45) days following the last hearing on an appeal to render a decision.
3. There is a thirty (30) day appeal period following the issuance of a decision by the Zoning Hearing Board in which an appeal may be taken to the Court of Common Pleas of Lehigh County to reverse or limit said decision.
4. In the event that a variance has been granted or other action has been authorized by the Zoning Hearing Board, the applicant shall secure the necessary permits and commence the authorized action, construction or alteration within three hundred sixty-five (365) days of the final action by the Zoning Hearing Board.
5. The cost of the original transcript of the hearing shall be divided equally between the applicant and the Board if requested by the Board. If the appellant wishes to obtain a copy of a transcript, the appellant is required to purchase it from the stenographer.

#202300925

DO NOT WRITE IN THIS SPACE. FOR OFFICIAL USE ONLY.

Submission Date: 9/28/23 Appeal Number: ZHB 2023-08

Fee Paid: \$250- Receipt Number: \_\_\_\_\_ Meeting Date: 11/22/23



## ZONING HEARING BOARD NOTICE OF APPEAL

PROPERTY ADDRESS: Brickyard Road, Allentown, PA 18104 APPLICATION DATE: 9/12/2023

APPLICANT: Deborah Panik and Larry Panik

APPLICANT ADDRESS: 1919 Brickyard Road, Allentown, PA 18104

APPLICANT TELEPHONE: 484-554-8944 APPLICANT EMAIL: dipanik16@gmail.com

PROPERTY OWNER'S NAME: Deborah Panik and Larry Panik

PROPERTY OWNER'S ADDRESS: 1919 Brickyard Road, Allentown, PA 18104

OWNER'S TELEPHONE: 484-554-8944 OWNER'S EMAIL: dipanik16@gmail.com

APPLICANT'S RELATIONSHIP TO OWNER: Owners

**PROPERTY OWNER'S CERTIFICATION AND AUTHORIZATION:**

I hereby certify that I am the owner of the subject property and authorize the applicant named herein to make application and testify before the South Whitehall Township Zoning Hearing Board.

OWNER'S PRINTED NAME: Deborah Panik SIGNATURE: 

SECTION	TYPE OF REQUEST*	DESCRIPTION
1-A	Variance	Ground mount solar panels. The houses metal shingled roof is not suitable for solar panels, larger portion of property is required.

\*Variance, Special Exception, Conditional Use, Temporary Use, or Favorable Interpretation



The description of the property involved in this appeal is as follows:

Location: 1919 Brickyard Road Allentown, PA 18104

Lot Size: .72 acres

Zoning District: South Whitehall Township

Present Use: Residential backyard

Proposed Use: Residential ground mount solar panel

State the basis for the appeal: (Please include the grounds for appeal, with respect to law and fact, to grant the appeal, Special Exception or Variance, and, if a legal hardship is claimed, state the specific hardship:

The amount of solar panels required exceeds the allowable square footage by the county.

The solar panels cannot be placed on the roof due to the type of roof materials – metal shingles.

Application is for 1,418 sq ft of solar, only 313 sq feet is permitted due to the ruling of only 10 sq feet of every 1,000 sq foot.

Multiple horizontal lines for additional text input.

ZONING HEARING BOARD  
SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA

NOTICE OF APPEAL

Please answer the following questions which apply to your appeal. The purpose of this information form is to assist both you and the Zoning Hearing Board in the quick and efficient review of your application. Please type or print clearly.

- 1. What is the full name and mailing address of the owner(s) of the property that is the subject of this appeal? **Please attach a copy of the current Lehigh County Property Assessment record.** (Available online at [www.lehighcounty.org/departments/assessments](http://www.lehighcounty.org/departments/assessments)).

NAME: Deborah Irene Panik and Larry Charles Panik

ADDRESS: 1919 Brickyard Road, Allentown, PA 18104

- 2. If the applicant is other than the owner(s), what is the full name and mailing address of the applicant, and the specific interest of the applicant in the subject property (e.g., equitable owner under a signed Agreement of Sale, lessee under a signed Lease Agreement with authorization from the landowner, holder of an Option or contract to purchase, authorized agent for owner, etc.). Please attach written proof of interest, or a written statement signed by the property owner(s) giving you authorization to present the property owner's interests before the Zoning Hearing Board.

NAME: NA

ADDRESS: \_\_\_\_\_

INTEREST: \_\_\_\_\_

- 3. What is the exact location of the property in question? Please include the county parcel identification number.

LOCATION: 1919 Brickyard Road, Allentown, PA 18104. Parcel ID: 547775677860 1

- 4. Has any previous application or appeal been filed in connection with the subject property? YES  NO

If YES, please list the name and appeal number under which it was filed:

NAME: \_\_\_\_\_

APPEAL: \_\_\_\_\_

- 5. What was the date of the acquisition of the subject property by the owner(s)?

DATE: August 30, 2019

6. What are the exact dimensions of the property (i.e. the length of the front, sides and rear property lines)?

DIMENSIONS: 216.12' x 163.86' x 180.69' x 193.92'

7. What is the square footage of the property?

SQUARE FOOTAGE: 31405

8. Please describe the dimensions (height, width, and depth) and the type of construction (materials used) for the proposed building or structure.

DIMENSIONS: plans are attached with scale.

TYPE OF CONSTRUCTION: ground mount solar panels

9. What is the specific nature of the present use being made of the property?

PRESENT USE: no specific use, residential backyard

10. What is the approximate cost of the work involved?

COST: \$120,000

11. Upon what grounds do you base this appeal?

A.  Temporary Use. A Temporary Use is a certain use or activity which is not otherwise permitted in the Zoning Ordinance but its establishment and operation for a limited period of time would serve the public interest. The Zoning Hearing Board may approve a Temporary Uses if the use does not detrimentally affect the use of neighboring properties, and the use will materially contribute to the general welfare, needs and convenience of the Township, and the specific dates of the use, in the judgment of the Zoning Board, serve the intended purpose.

B.  Special Exception Use. A Special Exception Use is a specific use, shown as a Special Exception Use in the Zoning District Schedule, which is permitted upon the approval by the Zoning Hearing Board if the Board finds that the use is generally not detrimental to the neighborhood and that the minimum standards specified for the use are proposed. The Board can attach any reasonable conditions it deems appropriate.

C.  Variances. A variance to the Zoning Ordinance is required when a proposed use or structure does not meet all of the requirements placed on it by the Ordinance. The Zoning Hearing Board may grant a variance when the applicant demonstrates that the variance will not be contrary to the public interest and where, owing to unique conditions of the land, a literal enforcement of the provisions of the Ordinance will result in an unnecessary hardship. Such hardships occur only where circumstances affecting the land are unique and applicable to that land alone. If there is a general hardship, the situation should be remedied by a revision of the general Zoning Ordinance and not by the grant of a variance.

**NOTE: If your request is a Temporary Use or a Special Exception Use, please use the space**



ANSWER QUESTIONS NUMBERS 12 THRU 22 FOR VARIANCE REQUEST

12. Are there unique physical circumstances or conditions including irregularity, narrowness, or shallowness of the lot's size or shape, or exceptional topographical or other physical conditions peculiar to the subject property?

CONDITION:       No      

13. Do the conditions stated in question number 13 prevent the possibility that the property can be developed within strict conformity of the Zoning Ordinance?

YES:  \_\_\_\_\_

NO:  \_\_\_\_\_

14. Has this hardship been created by the applicant?

YES:  \_\_\_\_\_

NO:  \_\_\_\_\_

15. Will the character of the neighborhood be altered by the granting of this variance?

YES:  \_\_\_\_\_

NO:        The panels are in the back of the house which faces an empty wooded area.      

16. Is the requested variance the minimum variance needed to afford relief from the Zoning Ordinance?

YES:  \_\_\_\_\_

NO:  \_\_\_\_\_

17. Is the proposed use of the property permitted in the Zoning District it is located within?

YES:  \_\_\_\_\_

NO:  \_\_\_\_\_

18. Will the specific intended use of the premises generate any nuisance characteristics such as noise, dust, odor, etc.?

YES:  \_\_\_\_\_

NO:  \_\_\_\_\_



19. How many employees will be employed and what are the hours of operation (if applicable)?

EMPLOYEES: NA

HOURS: \_\_\_\_\_

20. What landscape/buffer is planned, if any?

Not at this time, but we are open to shrubs or hedges if required

21. What are the characteristics of the structures and uses on properties abutting the subject premises (e.g. single family residential dwelling, Church, etc.)?

ABUTTING STRUCTURES: single family dwelling to one side. Open lot beside and behind  
The house.

22. What type of water and sewerage facilities are available on the property?

Well water and septic tank

**NOTE: PLEASE ATTACH THE FOLLOWING DOCUMENTS WITH YOUR NOTICE OF APPEAL APPLICATION. FAILURE TO ATTACH THE REQUIRED DOCUMENTS WILL RESULT IN A DELAY IN THE CONSIDERATION AND DISPOSITION OF YOUR APPLICATION BY THE ZONING HEARING BOARD:**

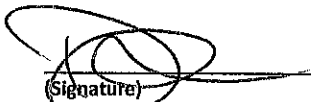
1. 10 Copies of the completed Zoning Appeal Application
2. 10 Sets of Supporting Documentation, including:
  - a. Applicable site/construction plans
  - b. Letter of Intent/Project Narrative/Description of Work
  - c. A Plot Plan/Location Map of the subject property. The Plot Plan must:
    - (i) Be drawn to scale;
    - (ii) Show the North Point;
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    - (iv) Show the location of the buildings and structures on the property (both existing and proposed); and
    - (v) Show the distances to property lines of all proposed improvements.
  - d. Applicable construction documents
  - e. Copy of the current Lehigh County Property Assessment record. (You may attach a copy of your current Deed instead of, or in addition to, the Lehigh County Property Assessment record).
  - f. If the applicant is other than the property owner, written proof of interest, or a written statement signed by the owner(s) of the property giving you authorization to present the property owner's interests before the Zoning Hearing Board.
7. If applicable, completed copies of the Escrow and Reimbursement Agreement, the Required Escrow Account Opening Information form and the W-9 Form (attached).

***The Applicant or other person of legal standing must attend the hearing.***

**I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS, AND THE STATEMENTS CONTAINED IN ANY ATTACHMENTS SUBMITTED HERewith, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

  
\_\_\_\_\_  
(Signature)

Deborah Panik  
\_\_\_\_\_  
(Printed Name)

  
\_\_\_\_\_  
(Signature)

Larry Panik  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date of Submission)

484-554-8944  
\_\_\_\_\_  
(Telephone Number)

**ZONING HEARING BOARD**

**APPLICANT WORKSHEET**

Dear Applicant:

This worksheet was devised to help you present your appeal to the Zoning Hearing Board. Please read and answer the questions on this worksheet and bring it with you when you appear before the Board. It is intended to be an "aid sheet" so that you can address the pertinent issues regarding variances.

The primary function of the Zoning Hearing Board is to hear requests for variances when applicants feel that the Zoning Ordinance inflicts an unnecessary hardship upon them. The Zoning Hearing Board may only grant a variance when the applicant demonstrates a "legal hardship" as defined in the Pennsylvania Municipalities Planning Code. Listed below are the criteria for determining a "legal hardship". An area is provided below each section for you to write down your response.

1. That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the Zoning Ordinance in the neighborhood or district in which the property is located; (Please write down your unique physical feature of your lot: is it a comer lot, is the lot shallow, etc.)

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2. That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property;

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3. That such unnecessary hardship has not been created by the appellant;

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4. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare;

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5. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue;

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6. That the proposed use is a permitted use.

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SFUSA™  
Ground Mount Structure

Date: May 02, 2023  
Subject: Ground Mount Solar Support Structure  
Project: Panik Residence (PA14294)  
1919 Brickyard Road  
Allentown, PA 18104

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SOUTH WHITEHALL TOWNSHIP

Reference: (a) Solar Foundations USA Drawing Sheets 1 through 3

To whom it may concern,

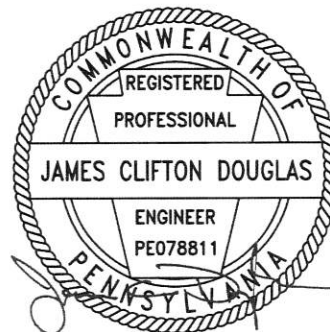
Solar Foundations USA certifies that the design of the subject ground mount support structure as submitted in Reference (a) conforms to the Pennsylvania Uniform Construction Code (UCC) including but not limited to the 2018 International Building Code.

Please note with regard to pile capacities, Solar Foundations USA installs ground mount solar arrays using continuous flight helical piles that are drilled into the ground by SFUSA trained and certified installation personnel using a calibrated drill rig. The Certified Installer uses the drill rig instrumentation to record the pile installation torque and corresponding developed pile bearing capacity. This in situ monitoring process allows for determination of actual developed capacities in lieu of theoretical capacities as could be calculated from a geotechnical soil analysis. The Certified Installer confirms that the actual developed bearing capacity meets or exceeds the project specific required bearing capacity as stated on the stamped and signed design documents. In the rare event that developed capacities do not exceed required capacity, then the Certified Installers are instructed to immediately call Solar Foundations USA engineering personnel for direction to correct the deficiency (deeper piles, additional piles, etc.) In addition, as part of the standard installation process, the developed pressures achieved during installation of each pile as well as depth of each pile are recorded by the Certified Installer. This certified information is provided back to Solar Foundations USA Engineering and used to generate a certified installation report for each project that is signed and stamped by the design engineer and provided to the Building Department upon request.

Please call if you have any questions or require any additional information.

Respectfully,

James C. Douglas  
Director of Engineering  
PA PE # PE078811





## STANDARD INSTALLATION AGREEMENT

<u>Sub-Contractor</u> <b>Solar Foundations USA, Inc.</b> 1142 River Road New Castle, DE 19720 855-738-7200	<u>Contractor</u> <b>Solar Energy World</b> 14880 Sweitzer Ln Laurel, MD 20707	<u>Job Location</u> <b>Panik Residence</b> 1919 Brickyard Rd Allentown, PA 18104
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SFUSA Plans Dated: 05/02/2023, Rev 0	Approximate Start: TBD	Approximate End: TBD
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We hereby submit specifications and estimates for the solar array ground mount structure ( the "Solar Foundations Work"):

1. The estimate is based on the following design assumptions:
  - 1.1 102 mph basic wind speed
  - 1.2 30 psf ground snow load
  - 1.3 Exposure category C
  - 1.4 24" Average leading edge height
  - 1.5 25 degree array tilt angle
  - 1.6 LONGi Solar LR4-60HPB-355M Solar Panels (40.87" x 69.09" x 35 mm)
  - 1.7 Ground slope, Array slope and array location detail.
    - 1.71 Ground contour is flat in the north-south direction and a maximum of 5 degrees slope in the east-west direction
    - 1.72 The array will follow the east-west site slope if the site slope in the east-west direction exceeds 10"
    - 1.73 The site is fully accessible (clear access path) and that the work area is clear of brush, debris and all stumps have been removed
2. The sub-structure cost includes the material and installation of the following: (1 - 5Lx14C sub-array)
  - 2.1 2½" Sch 40 Ground Screw
  - 2.2 North-south diagonal wind brace
  - 2.3 Horizontal tube steel beam
  - 2.4 Horizontal beam mounting hardware
  - 2.5 Stamped structural drawings
3. The module mounting system consists of the following materials only, no installation except as noted:
  - 3.1 SF Rails and mounting hardware, including installation
  - 3.2 Solar panel top mount hardware with Integrated Bonding Mid Clamps
  - 3.3 Grounding Lug Kit

*J.M.*

Additional Charges	1. \$175/hr delay charge if the array is not staked out or crew is unable to start work upon arrival to the job site for any reason 2. \$2,275.00 charge if installation is canceled <36 hrs prior to the scheduled installation for any reason not caused by SFUSA 3. \$45.00 per location pre-drill charge for pile locations requiring rock augering 4. \$145.00 per location pre-drill charge for pile locations requiring rock drilling
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**The Contractor shall be responsible for the following:**

- 1) Obtain and/or submit any and all necessary permits, approvals, applications, requests and/or other applicable governmental consents as may be necessary
- 2) Prepare as necessary, any and all plans, specifications and/or similar design specifications. Solar Foundations USA, Inc. shall provide engineer stamped structural drawings if specifically listed in the work scope. No engineering reviews have been performed for non Solar Foundation drawings.
- 3) Properly and clearly mark the outside corners of the array.
- 4) Ensure that there are no underground improvements (gas, water, power, phone, cable etc.) within the array location.
- 5) Both SFUSA and the Contractor shall make all required Miss Utility/Dig-Safe notifications (or equivalent notifications required prior to excavation). Contractor shall make notifications regardless of whether their employees will be penetrating the ground.
- 6) Contractor shall properly locate and mark any and all underground utilities, pipes, conduits and lines in the work area. Solar Foundations USA shall, under no circumstances, be responsible for any damage caused to any Underground Improvements which are not accurately and clearly identified by Contractor.

Either party may terminate this Agreement for any reason in the event: (i) the Solar Foundations Work is stopped, delayed and/or limited in any manner beyond the control of Solar Foundations for a period of fifteen (15) days or more; (ii) the Solar Foundations Work is stopped, delayed or limited in any manner resulting from the act or neglect of Contractor for a period of seven (7) days; (iii) Contractor fails to pay Solar Foundations any payment due under this Agreement within seven (7) days after it is due; (iv) Solar Foundations is unable for any reason to install the Posts at the locations established by Contractor hereunder, in which event: (a) Solar Foundations reserves the right to remove any Posts installed and terminate this Agreement; and (b) Solar Foundations shall not be obligated to restore and/or repair the Project following such removal; or (v) any other reason or cause reasonably determined by Solar Foundations which would frustrate the intended agreement of the parties hereunder upon fifteen (15) days' prior written notice to Contractor. Solar Foundations shall make a good-faith, due diligent effort to keep the Project free from the accumulation of waste materials and/or rubbish generated by Solar Foundations. Contractor acknowledges that minor damage may be caused by the undertaking and completion of the Solar Foundations Work, and in no event shall Solar Foundations be responsible for minor damage to any lawns, shrubbery, trees and/or improvements located adjacent to the Project. Solar Foundations shall not be responsible for securing gates and/or fencing and in no event shall Solar Foundations be responsible for pets or other animals on the project site. All work excludes prevailing wage rates unless specifically included in the work scope. Should it be determined at a later date that the project was subject to prevailing wage rates, the Contractor will be responsible for any additional cost associated with payment of prevailing wages including back pay and any penalties. All payments made shall be applied to the oldest outstanding invoice regardless of project/job. All reasonable attorney fees resulting from the Contractor's failure to meet the contract terms shall be paid for by the Contractor.

<b>We propose to furnish the Solar Foundations Work in accordance with this agreement, for the sum of:</b>	<b>\$16,385.00</b>	Payment due in full within 30 days of completion Late payments accrue interest at 1½ % per month
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Solar Foundations Rep. Signature:		Proposal Agreed and Accepted:		Date 2023-05-12
Date:	05/02/2023			

**BY THE CONTRACTOR'S SIGNATURE ABOVE, THE CONTRACTOR EXPRESSLY AGREES THAT THE TERMS AND CONDITIONS ON REVERSE SIDE ARE INCORPORATED HEREIN AND MADE A PART HEREOF**



## TERMS AND CONDITIONS

These Terms and Conditions are printed on the reverse side of the Standard Installation Agreement (the "Agreement") and are intended to supplement the terms, conditions and provisions pursuant to which Solar Foundations will provide the Solar Foundations Work to the Contractor. Solar Foundations and Contractor hereby agree as follows:

1. **Scope of Work.** This Agreement, incorporating the Contractor's specific services, fees and other terms and conditions, constitutes the entire agreement between the parties. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. Solar Foundations is not liable or bound by any warranties, guarantees, statements or representations made by any broker, agent, employee or other person representing or purporting to represent Solar Foundations unless herein expressly set forth. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation made by the other not embodied in this Agreement. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. Contractor hereby grants to Solar Foundations full and complete access to the Project in order for Solar Foundations to provide the services provided herein. SFUSA crew work hours on site shall be permitted from 6:30 am to 8 pm Monday thru Sunday unless otherwise stated in this contract. The Contract price is good for 75 days from the SFUSA signed date of the contract. Any delays in commencement of work beyond 75 days from the SFUSA signed date of contract may result in a change in contract price due to material cost changes and is done at the sole discretion of Solar Foundations.

2. **Limited Liability.** Contractor expressly acknowledges that the Solar Foundations Work involves the provision of services in the nature of the installation of certain products which are manufactured by third-party manufacturers and sold to Solar Foundations. Contractor further acknowledges that Solar Foundations is not involved in the manufacturing of helical piles and is relying on the manufacturer thereof with respect to the quality of the helical piles and the suitability of the helical piles for the intended installation by Solar Foundations. To the fullest extent permitted by law, Contractor shall look solely to the manufacturer of any such consumer products with respect to any warranties or claims in connection therewith and hereby releases Solar Foundations from any liabilities, obligations, claims and/or damages with respect to the consumer products which may be installed within the project. Other than as expressly set forth herein, Solar Foundations gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose or any other matters which extend beyond the terms and conditions thereof.

### 3. Limited Warranty.

A. Provided that Contractor is not in default of this Agreement and has fully made all payments due to Solar Foundations hereunder, Solar Foundations agrees to extend to Contractor upon the receipt of such final payment, the limited warranties described in this paragraph. For a period of time commencing on the date of substantial completion of Solar Foundations Work and expiring without further action and/or notice by Solar Foundations on the twenty-fifth anniversary of the date of such substantial completion (the "Limited Warranty Period"), Solar Foundations shall, at Solar Foundation's sole cost and expense, undertake all necessary corrections, repairs or replacements of Solar Foundation's Work as shall be necessary by reason of faulty or incomplete installation of the Solar Foundations Work; PROVIDED, HOWEVER, in no event shall Solar Foundations have any obligation to make any corrections, repairs and/or replacements caused by: (i) the acts and/or omissions of Contractor, its agents, subcontractors, guests and/or invitees, including any failure of the Contractor to perform his/her obligations under this Agreement including but not limited to periodic maintenance to prevent surface corrosion; (ii) any defects with respect to the manufacturing and/or construction of the consumer products; or (iii) any repairs, corrections and/or replacements which are not the result of any faulty or incomplete installation by Solar Foundations and/or Solar Foundation's contractors. In the event Contractor shall determine that any corrections, repairs and/or replacements (to the extent required to be made by Solar Foundations hereunder) shall be required during the Limited Warranty Period (collectively a "Defect"), Contractor shall immediately send written notice thereof to Solar Foundations, which shall provide a detailed written description of the nature of the Defect, and Solar Foundations shall promptly correct such Defect to the reasonable satisfaction of Contractor, at Solar Foundation's sole cost and expense. Upon the correction, repair and/or replacement of the Defect, Solar Foundation's obligation hereunder shall be satisfied, it being understood and agreed that in no event shall Solar Foundations be responsible for any additional damages, costs or expenses of any nature or any kind incurred with respect to the Defect, except for the correction, repair and/or replacement thereof. It is understood and agreed that Solar Foundation's obligation hereunder shall continue during the Limited Warranty Period; PROVIDED, HOWEVER, the limited warranty (and any other obligations of Solar Foundations with respect to the installation of Solar Foundations Products) shall expire automatically without further action of the parties on the twenty-fifth anniversary of the substantial completion of the Solar Foundations Work, unless a specific claim in writing with respect to a Defect shall have been made, or an action at law or in equity shall have been commenced or filed prior to such twenty-fifth anniversary. Upon the discovery of any Defect, Contractor shall have an obligation to undertake any and all actions as may be necessary and/or appropriate to mitigate any damages hereunder.

B. NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY AND/OR THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THE AGREEMENTS, WARRANTIES, REPRESENTATIONS AND COVENANTS OF SOLAR FOUNDATIONS HEREUNDER REPRESENT "A LIMITED WARRANTY", AND THEREFORE, SOLAR FOUNDATIONS'S OBLIGATIONS TO CORRECT AND/OR REPAIR ANY DEFECT ARE LIMITED TO THE TERMS AND CONDITIONS HEREOF.

Contractor accepts the Limited Warranty as the sole warranty given by Solar Foundations to Contractor. The agents, employees and independent contractors of Solar Foundations are not authorized to modify this Limited Warranty or give additional warranties binding on Solar Foundations. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SOLAR FOUNDATIONS, IN ANY CASE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS AND/OR DIMINUTION OF VALUE, CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF SOLAR FOUNDATIONS OR SOLAR FOUNDATIONS'S AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Additional Agreements.** The Solar Foundations Work and/or terms or conditions specified on the reverse of this Agreement may only be changed, amended or altered by means of a change order duly executed by both Solar Foundations and Contractor, said change order to be provided by Solar Foundations and containing the items to be altered or changed, the manner of alteration and change and the cost increase or decrease resulting therefrom. The change order, once executed in the above manner, will become a part of this Agreement and all other terms of this Agreement will prevail excepting those items changed or altered. No act or acts on the part of Solar Foundations or Contractor shall constitute a waiver of the aforesaid provisions. Furthermore, nothing herein shall be deemed to require Solar Foundations to accept any change order unless Solar Foundations is satisfied with the terms, conditions and provisions thereof, in its sole and absolute discretion.

5. **Miscellaneous.** In the event any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective to the extent such provision is invalid or unenforceable. Any such invalid or unenforceable provision shall not in any way affect the validity or enforceability of any other provision of this Agreement. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Agreement, and therefore, it is expressly agreed that in the case of any vagueness, ambiguity and/or question or intent or interpretation with regard to any provision of this Agreement, there shall be no presumption of construction against the drafter of such provision, but instead this Agreement shall be interpreted in accordance with a fair construction of the law. Furthermore, Contractor will be responsible for the payment of any and all applicable sales and use taxes (or other similar taxes, charges or impositions) imposed on charges for goods and services provided by Solar Foundations to Contractor under this Agreement. THE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY CONTRACTOR AGAINST SOLAR FOUNDATIONS ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SOLAR FOUNDATIONS WORK AND/OR ANY CLAIM OF INJURY OR DAMAGE.



# Signature Certificate

Reference number: GO6JN-DPA82-SRGKE-C8CXG

Signer	Timestamp	Signature
<b>Jack Mountain</b> Email: jmountain@solarenergyworld.com Sent: 10 May 2023 15:28:54 UTC Viewed: 12 May 2023 14:46:21 UTC Signed: 12 May 2023 14:46:37 UTC		
<b>Recipient Verification:</b> ✓ Email verified	12 May 2023 14:46:21 UTC	IP address: 216.194.103.172 Location: Ashburn, United States

Document completed by all parties on:  
12 May 2023 14:46:37 UTC

Page 1 of 1

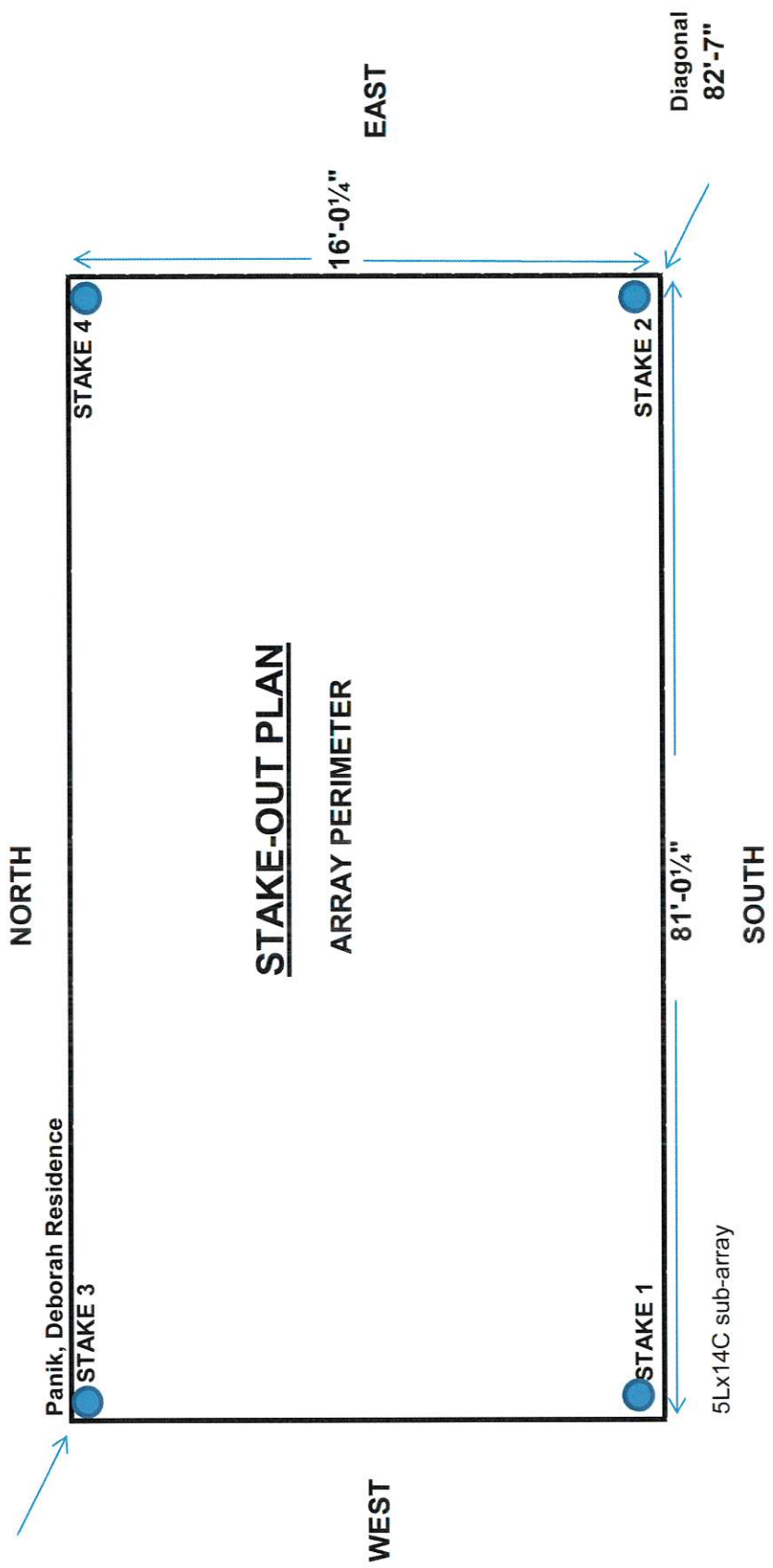


Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





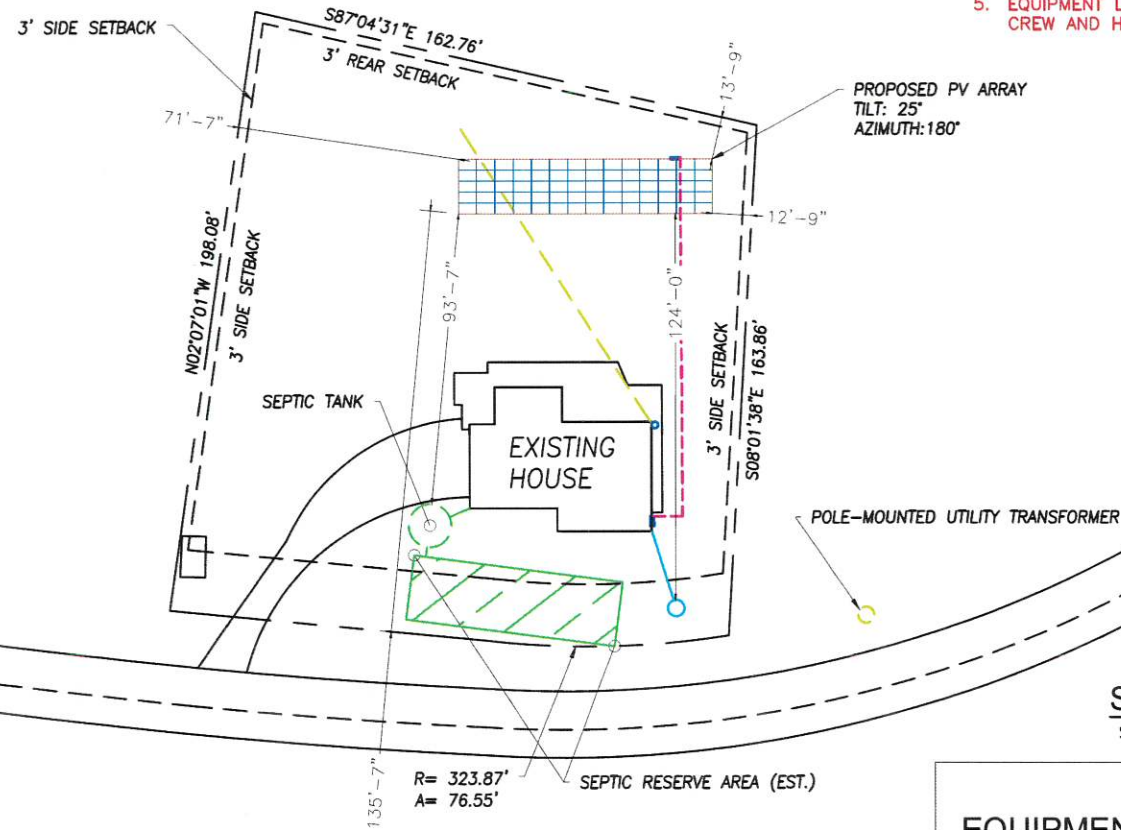




IQ7+

**NOTES:**

1. THIS DRAWING IS TO PROVIDE REFERENCE FOR THE INSTALLATION OF GROUND MOUNT PHOTOVOLTAIC ARRAYS.
2. THE SYSTEM SHALL INCLUDE [70] LONGi Green Energy Technology Co Ltd LR4-60HPB-355M [DIMENSIONS: 69.17" (L) x 40.95"(W) x 1.42" (D)] AND WEIGHING 43.0 LBS (PANEL DEAD LOAD = 2.19PSF)]
3. THE SOLAR FOUNDATIONS RACKING WILL BE INSTALLED PER MANUFACTURER'S INSTALLATION MANUAL.
4. THE PROPOSED ARRAY SHALL COVER APPROX. 1418 SQ.FT. OF THE 0.72 AC. PROPERTY.
5. EQUIPMENT LOCATION PLAN IS APPROXIMATE, EXACT LOCATION TO BE VERIFIED WITH INSTALLATION CREW AND HOME OWNER AT THE TIME OF INSTALLATION



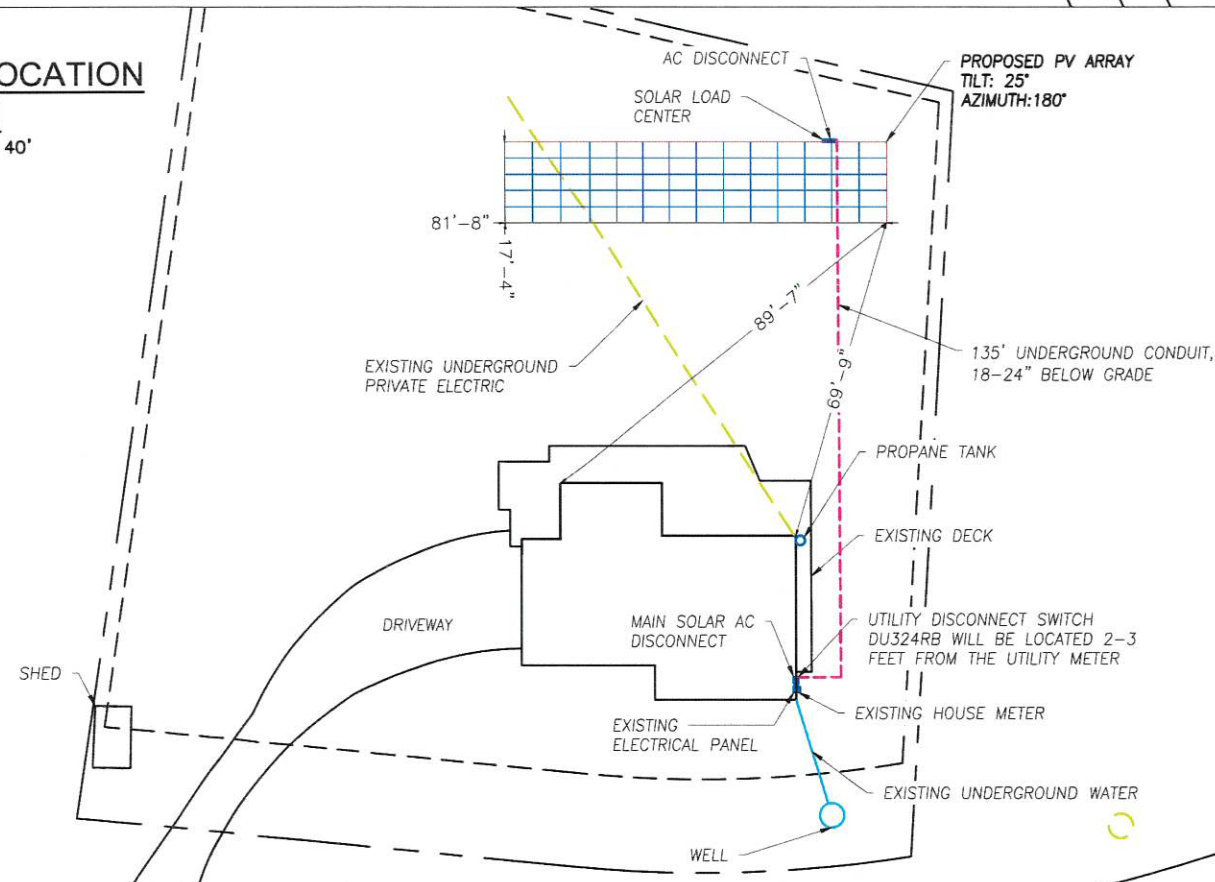
**SITE PLAN**  
Scale: 1" = 60'

**TREE AND SHED WILL BE REMOVED PRIOR TO INSTALLATION.**



**EQUIPMENT LOCATION PLAN**

Scale: 1" = 40'

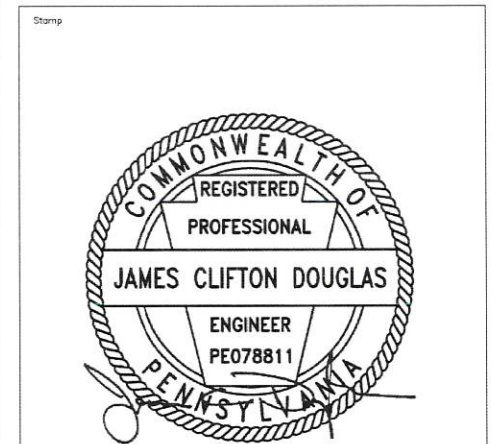


General Notes



**SolarEnergyWorld**  
*Because Tomorrow Matters*  
 Solar Energy World LLC.  
 5681 Main Street  
 Elkridge, MD 21075  
 (888) 497-3233

Disclaimer:  
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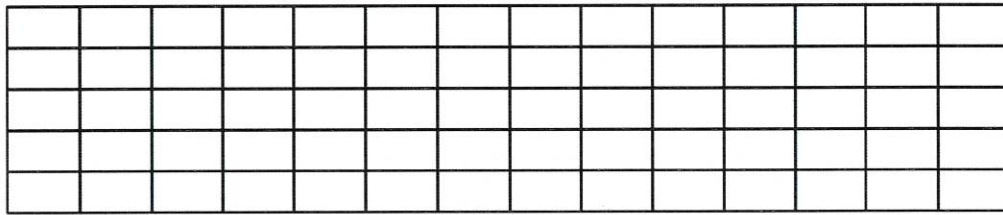


Engineering Review is Limited to Structural Design Only as it Pertains to the SFUSA Structure

Project Name and Address  
**Deborah Panik**  
 5Lx14C  
 1919 Brickyard Road  
 Allentown, PA 18104  
 Lehigh County  
 PA14294  
 24.85 kW

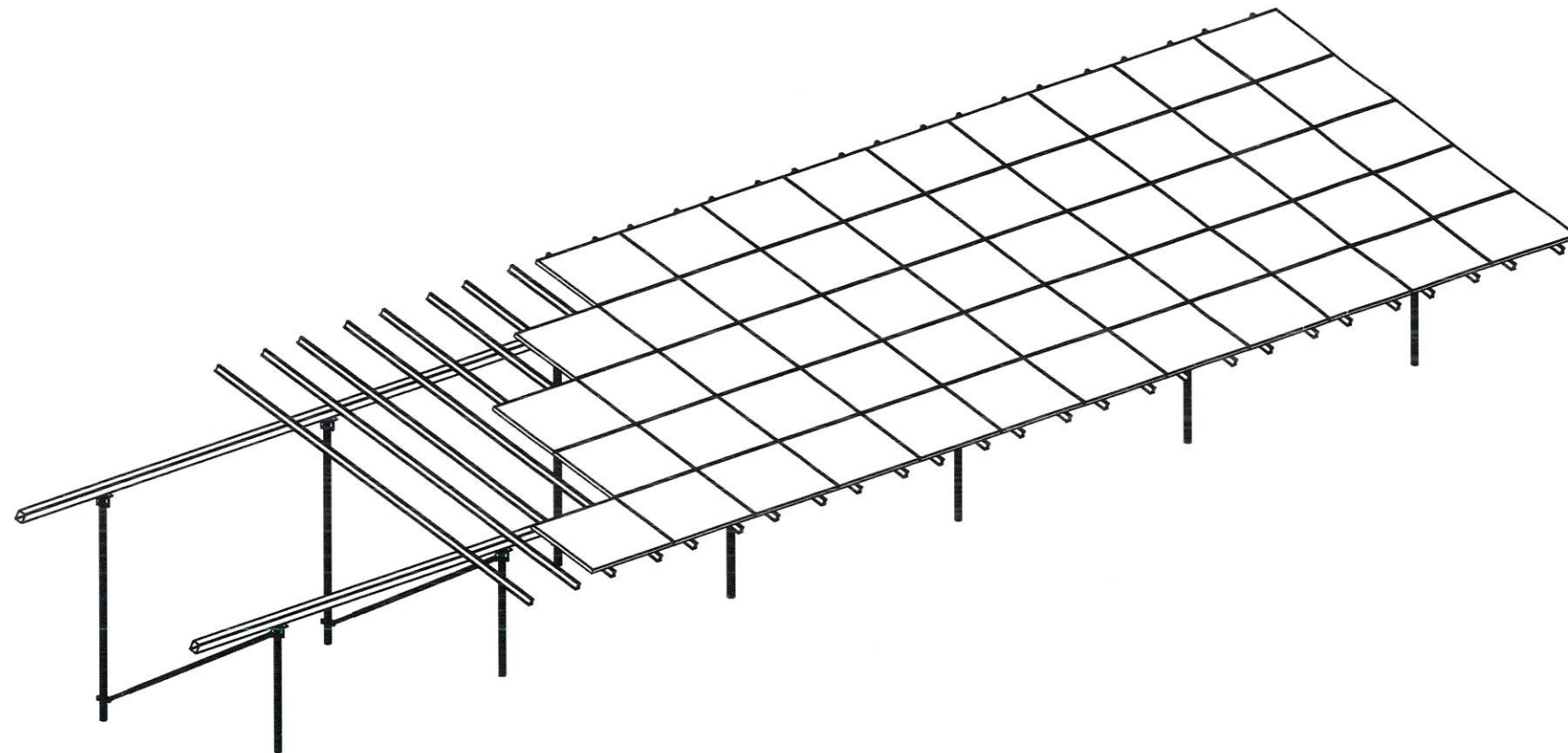
Drawn by <b>AT</b>	Sheet <b>A001</b>
Date <b>29-MAR-2023</b>	
Scale <b>AS NOTED</b>	





**PLAN VIEW**

N.T.S.



**ISOMETRIC VIEW**

N.T.S.

Site Design Conditions

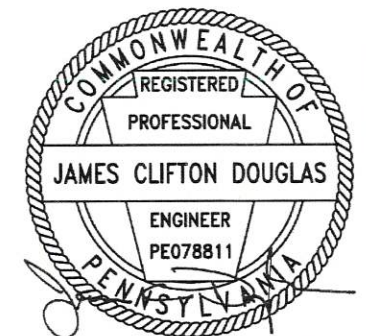
Basic Wind Speed: (Risk Category II)	110 MPH	Max. Leg Axial Bearing:	4,080 lbs
Basic Wind Speed: (Risk Category I)	102 MPH	Max. Leg Uplift:	2,495 lbs
Exposure Category:	C	Max. Lateral Resistance:	1,850 lbs
Ground Snow Load:	30 PSF	Top Rail Max. Loading:	99.4 plf
Flat Roof Snow Load:	N/A	Helical Pile Depth:	60" Min.
Site Contour:	<5 Degree Slope		

All design work has been performed in accordance with the Pennsylvania Uniform Construction Code (UCC) including but not limited to the 2018 International Building Code.

Net design pressures were calculated in accordance with ASCE 7-16 section 27.3.2, "Open Buildings with Monoslope, Pitched, or Troughed Roofs". All load cases were evaluated in determining the limiting design conditions. The data table above provides the results for the limiting load case. Maximum leg reaction forces represent the highest load condition seen by any leg in the structure. All legs in the structure are designed to meet the maximum load conditions.

5Lx14C Sub-Array Design Conditions

Front Leg Height:	34½"	Array Tilt Angle:	25 Degrees
Rear Leg Height:	82"	Front Edge Ground Clearance:	24"
North-South Leg Spacing:	102"	Overall Array East-West Dim:	81'-0"
West Span Leg Spacing:	14'-0"	Number of Modules/Sub-Array:	70
East Span Leg Spacing:	14'-0"	Number of Sub-Arrays:	1
Quantity Center Spans:	3	Module Columns/Sub-Array:	14
Center Span Leg Spacing:	14'-0"	Number of Module Rows:	5
East & West Overhang:	4'-4"	Module Orientation:	Landscape
Overall Beam Length:	78'-8"	Module Column Spacing:	¾"
Horizontal Rail Material:	5"x4"x½" HSS	Module Row Spacing:	¼"
Top Rail Material:	SF Rails	Module Model:	LR4-60HPB-355M
Qty Rails per Panel:	2	Module Size:	40.87" x 69.09"
Top Rail Length:	212"	Individual Module Rating:	355 watt
Top Rail Center Span:	112½"	Sub Array Power Rating:	24.85 kw
Top Rail Overhangs:	49½"	Total Power Rating:	24.85 kw



**SHEET 1 OF 3**

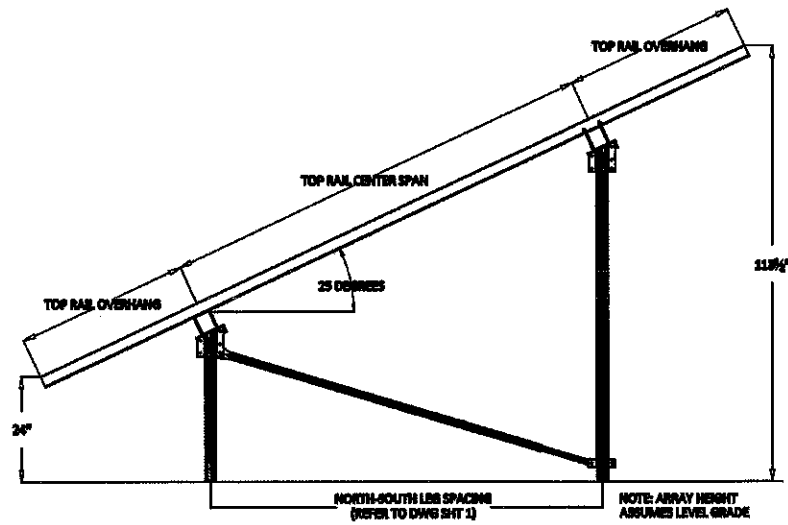
DATE	REVISION	DRAWN BY:	REVIEW BY:
05/02/2023	ORIGINAL	JB	JD

**SOLAR ENERGY WORLD**

**-PROJECT-**  
**PANIK RESIDENCE (PA14294)**  
 1919 BRICKYARD ROAD  
 ALLENTOWN, PA 18104

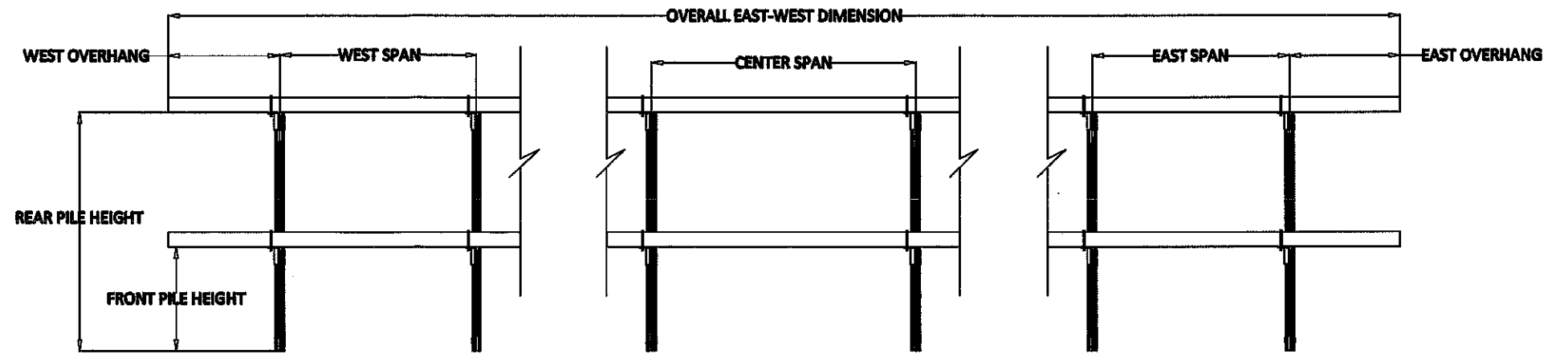
**Solar Foundations USA**

1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665



**SIDE ELEVATION**

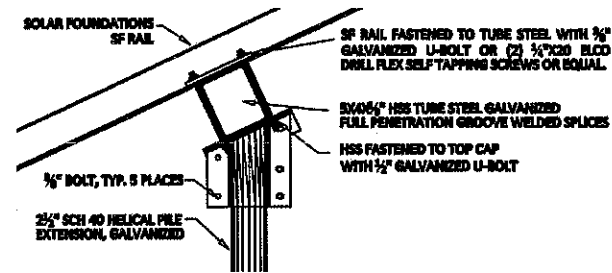
N.T.S.



REFER TO DWG SHEET 1 FOR EAST-WEST PILE SPANS AND FRONT AND REAR PILE HEIGHTS

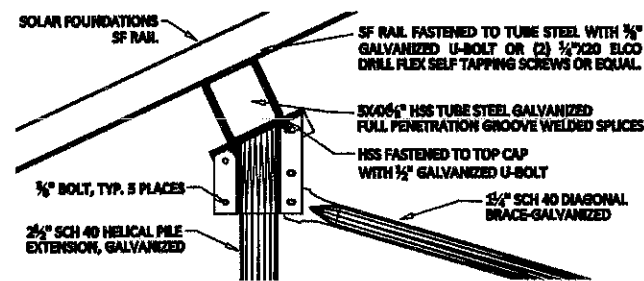
**PILE SPACING ELEVATION**

N.T.S.



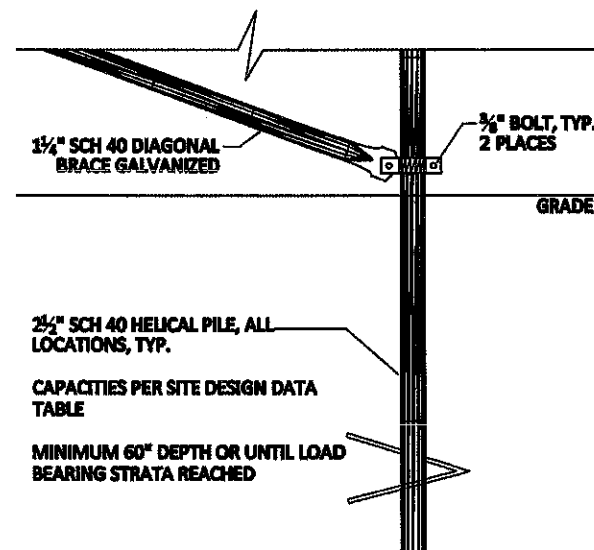
**UPPER CAP DETAIL**

N.T.S.



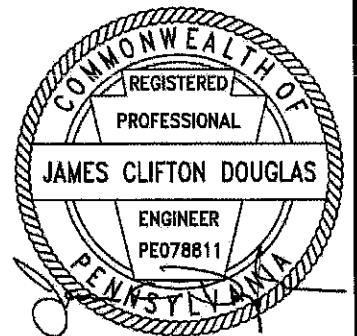
**LOWER CAP DETAIL**

N.T.S.



**HELICAL PILE DETAIL**

N.T.S.



**SHEET 2 OF 3**

DATE	REVISION	DRAWN BY:	REVIEW BY:
05/02/2023	ORIGINAL	JB	JD

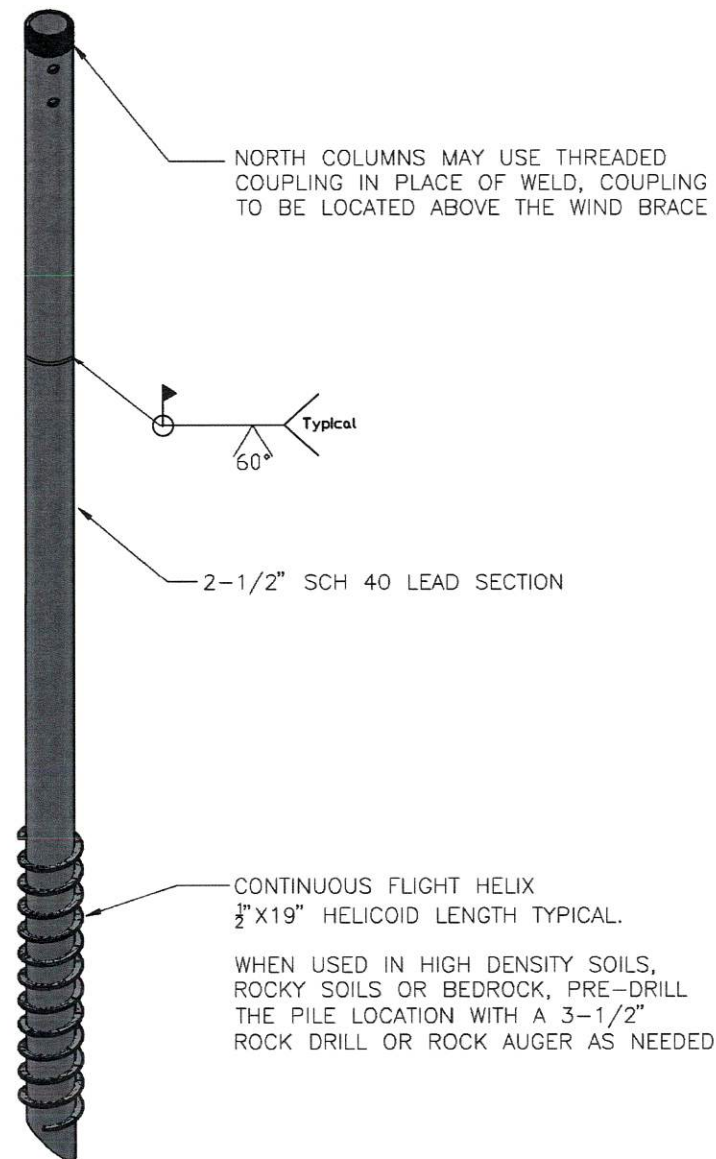
**SOLAR ENERGY WORLD**

-PROJECT-  
**PANIK RESIDENCE (PA14294)**  
 1919 BRICKYARD ROAD  
 ALLENTOWN, PA 18104

**Solar Foundations USA**

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**HELICAL PILE DETAIL**

N.T.S.

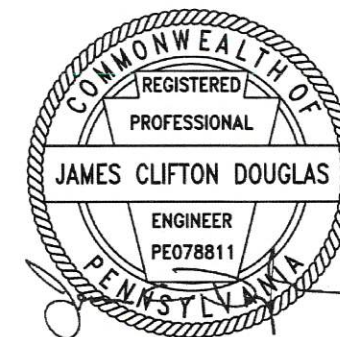
**SPECIFICATION REQUIREMENTS:**

THE FOLLOWING MATERIAL SPECIFICATION REQUIREMENTS PERTAIN TO THE FABRICATION OF THE SOLAR FOUNDATIONS USA GROUND MOUNT SOLAR SUPPORT STRUCTURE AS INDICATED ON THESE DRAWINGS.

1. SOLAR FOUNDATION ALUMINUM RAILS SHALL CONFORM TO ASTM B221.
2. STRUCTURAL STEEL TUBING SHALL BE ASTM A500 HIGH YIELD (60 KSI).
3. STEEL PIPE FOR PILES SHALL CONFORM TO ASTM A500 GRADE C.
4. STEEL PILE EXTENSIONS SHALL BE ASTM A53 GRADE B.
5. STEEL PIPE FOR DIAGONAL BRACING SHALL BE ASTM A53 GRADE A.
6. FABRICATED STEEL PLATE FOR COLUMN CAP ASSEMBLIES, BRACING CLAMPS, ETC. SHALL BE ASTM A36 OR A1011.
7. STEEL BOLTS FOR CAP FASTENERS SHALL CONFORM TO SAE J429 GRADE 5. ALL OTHER BOLTS SHALL CONFORM TO SAE J429 GRADE 5 OR BETTER.
8. STEEL U-BOLTS SHALL CONFORM TO ASTM 1018.
9. USS FLAT STEEL WASHERS SHALL CONFORM TO ASTM F844 AND NUTS FOR STEEL CONNECTIONS SHALL CONFORM TO ASTM A563 GRADE A.
10. ALL FIELD WELDING SHALL CONFORM TO AWS D1.1/D1.1M -STRUCTURAL WELDING CODE REQUIREMENTS.
11. ALL STEEL SHALL BE HOT-DIP GALVANIZED PER ASTM A123 OR A153 AFTER ALL FABRICATION HAS BEEN COMPLETED.

**INSTALLATION REQUIREMENTS:**

1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE REQUIRED INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUE SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.
2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:
  - 2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.
  - 2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.
  - 2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.
3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:
  - 3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY
  - 3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.
  - 3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.



**SHEET 3 OF 3**

DATE	REVISION	DRAWN BY:	REVIEW BY:
05/02/2023	ORIGINAL	JB	JD

**SOLAR ENERGY WORLD**

**-PROJECT-**  
**PANIK RESIDENCE (PA14294)**  
 1919 BRICKYARD ROAD  
 ALLENTOWN, PA 18104

**Solar Foundations USA**

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GENERAL ELECTRICAL NOTES: NEC2017


1. EQUIPMENT USED SHALL BE NEW, UNLESS OTHERWISE NOTED.
2. EQUIPMENT USED SHALL BE UL LISTED, UNLESS OTHERWISE NOTED.
3. EQUIPMENT SHALL BE INSTALLED PROVIDING ADEQUATE PHYSICAL WORKING SPACE AROUND THE EQUIPMENT AND SHALL COMPLY WITH NEC.
4. COPPER CONDUCTORS SHALL BE USED AND SHALL HAVE INSULATION RATING 600V, 90°C, UNLESS OTHERWISE NOTED.
5. CONDUCTORS SHALL BE SIZED IN ACCORDANCE TO NEC. CONDUCTORS AMPACITY SHALL BE DE-RATED FOR TEMPERATURE INCREASE, CONDUIT FILL AND VOLTAGE DROP.
6. ALL CONDUCTORS, EXCEPT PV WIRE, SHALL BE INSTALLED IN APPROVED CONDUITS OR RACEWAY. CONDUITS SHALL BE ADEQUATELY SUPPORTED AS PER NEC.
7. AC DISCONNECT SHOWN IS REQUIRED IF THE UTILITY REQUIRES VISIBLE-BLADE SWITCH.
8. EXPOSED NON-CURRENT CARRYING METAL PARTS SHALL BE GROUNDED AS PER NEC.
9. LINE SIDE INTER-CONNECTION SHALL COMPLY WITH NEC
10. SMS MONITORING SYSTEM AND IT'S CONNECTION SHOWN IS OPTIONAL. IF USED, REFER TO SMS INSTALLATION MANUAL FOR WIRING METHODS AND OPERATION PROCEDURE.
11. ASHRAE FUNDAMENTAL OUTDOOR DESIGN TEMPERATURES DO NOT EXCEED 47°C IN THE U.S. (PHOENIX, AZ or PALM SPRINGS, CA)
12. FOR LESS THAN 9 CURRENT-CARRYING CONDUCTORS IN ROOF MOUNTED SUNLIGHT CONDUIT USING THE OUTDOOR TEMPERATURE OF 47°C
- 12.1. 10AWG CONDUCTOR ARE GENERALLY ACCEPTABLE FOR MODULES WITH AN I<sub>sc</sub> OF 9.6 AMPS WITH A 15 AMP FUSE.

Wire sizing for OCPD  
 Ex(I<sub>sc</sub>\*(1.25)(1.25)/# of strings in parallel)= wire ampacity or using NEC690.8

WIRE/CONDUIT SCHEDULE ARRAY			
TAG	DESCRIPTION	WIRE SIZE/TYPE	NOTES
1	Panel to Microinverter	PV Wire (Factory Made)	Integrated
2	Microinverter to Microinverter	Enphase Manufactured Cable	
3	Microinverter to Transition Box	Enphase Manufactured Cable	
4	Transition Box to IQ Combiner	#10 Cu THHN/THWN-2	
5	Envoy to Solar Load Center	#10 Cu THHN/THWN-2	
6	Solar Load Center to Interconnection Point	#3 Cu THHN/THWN-2 in 1.25" PVC	Vdrop=2.24%
7	Equipment Grounding Conductor	#8 Cu Bare Copper Wire	
8	Equipment Grounding Conductor	#6 Cu THHN/THWN-2	
9	Grounding Electrode Conductor	#6 Cu	

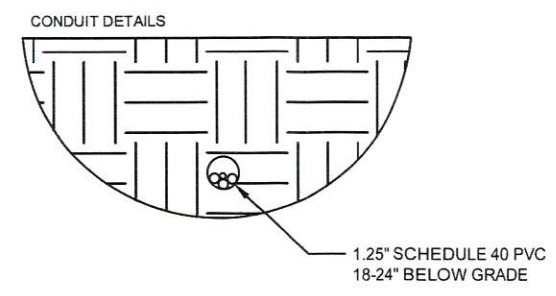
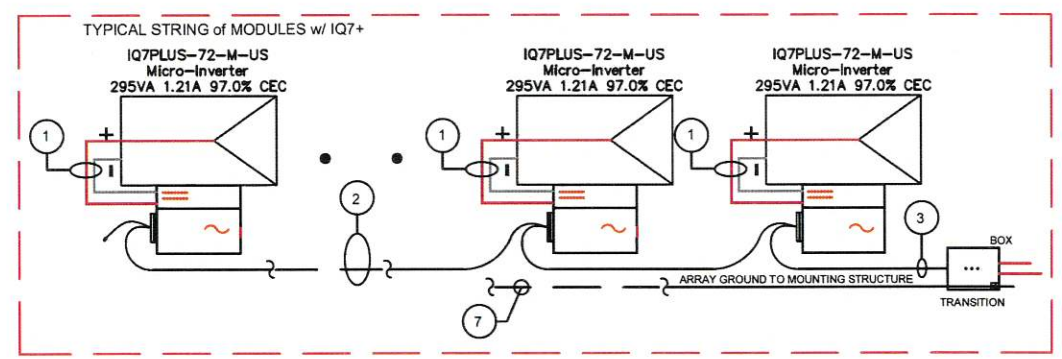
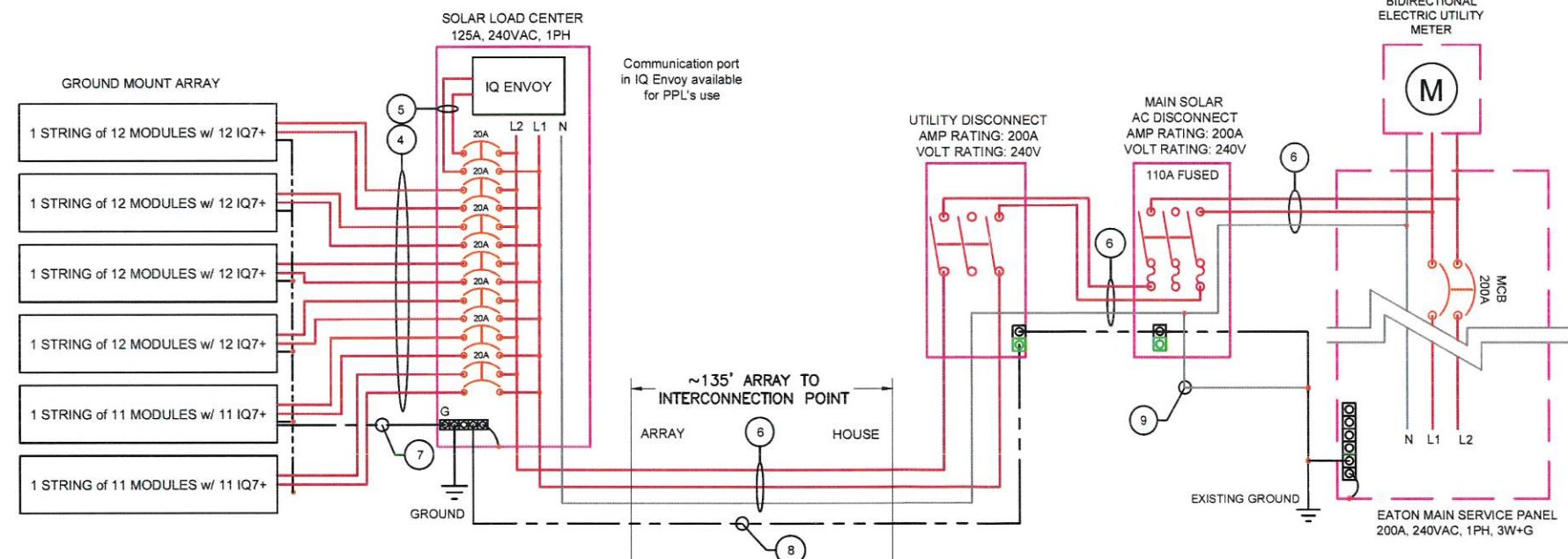
MODULE DATA		
Module Manufacturer	LONGi	
Module Model	LR4-60-HPB 355M	
Power [W]	355	
Rated Voltage, V <sub>mp</sub> [V]	34.6	
Rated Current, I <sub>mp</sub> [A]	10.27	
Open Circuit Voltage, V <sub>oc</sub> [V]	40.6	
Short Circuit Current, I <sub>sc</sub> [A]	11.25	
Max. System Voltage [V]	1000	
INVERTER DATA		
Inverter #	70	
Inverter Manufacturer	enphase	
Inverter Model	IQ7+	
Max DC Voltage [V]	48	
Max Output Power [W]	295	
Nominal AC Current [A]	1.21	
Nominal AC Voltage [V]	240	
Total AC Current [A]	84.7	
ARRAY DETAILS		
No. of Modules per String	12	11
No. of Strings	4	2
Array Watts at STC [W]	17040	7810
Max. Voltage [V]	240	240

General Notes



**SolarEnergyWorld**  
 Because Tomorrow Matters  
 Solar Energy World LLC.  
 5681 Main Street  
 Elkridge, MD 21075  
 (888) 497-3233

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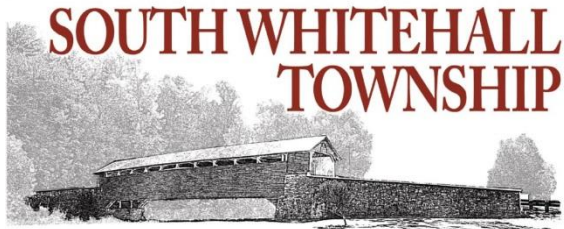


① THREE LINE DIAGRAM  
 SCALE: NA

\*STAMPED AND SIGNED FOR STRUCTURES ONLY

Project Name and Address  
**Deborah Panik**  
 5Lx14C  
 1919 Brickyard Road  
 Allentown, PA 18104  
 Lehigh County  
 PA14294  
 24.85 kW

Drawn by <b>AT</b>	Sheet <b>E001</b>
Date <b>29-MAR-2023</b>	
Scale <b>AS NOTED</b>	



**MEMORANDUM**

<b>TO:</b>	Zoning Hearing Board Members
<b>FROM:</b>	Laura Harrier, Zoning Officer
<b>DATE:</b>	November 30, 2023
<b>SUBJECT:</b>	ZHB-2023-08 / Deborah and Larry Panik 1919 Brickyard Road Hearing Date December 07, 2023
<b>COPIES:</b>	ZHB, T. Dinkelacker, Twp Staff, Applicant

The following information is being provided regarding Zoning Application ZHB-2023-08 received on September 28, 2023.

**PROPOSAL**

Deborah and Larry Panik (“Applicant”), seek to add a Residential Ground Mounted Solar Energy System to the rear yard of their parcel located at 1919 Brickyard Road.

**APPLICATION COMPLETENESS REVIEW**

The submission included the following documentation:

- A Zoning Appeal Application pages 1 through 11
- Solar Energy World Site Plan Drawing No. A001
- Solar Energy World Worksheet
- Solar Foundations USA Foundation Packet including Design Letter and Signed and Sealed Professional Construction Drawings.
- A check with appropriate fee
- Lehigh County Property Assessment Record

**BACKGROUND INFORMATION**

A building permit application was received on May 17, 2023, for the installation of the ground mount solar system. The Zoning Officer denied the application on May 26, 2023, for exceeding the maximum square footage of yard area per lot. The Applicant chose not to appeal the denial of the building permit application but rather to take time to review and discuss with the solar company if other options were available. After months of review and seeing no other options, the homeowner decided to go before the Zoning Hearing Board to request a dimensional variance from the maximum yard area devoted to residential ground mount systems.

## **ZONING OFFICERS COMMENTS**

The Zoning Ordinance allows for roof, ground rack, and pole mounted residential solar energy systems. Residential systems are considered accessory to the main dwelling.

The setbacks and height requirements of the proposal are compliant with Section 350-48(s)(13) of the Codified Zoning Ordinance, and the ground mounted system does not block any required travel ways, parking areas, or sidewalks.

The lot size is 0.72 in area or converted is 31,363 SF. A total of 1,418 SF is being proposed for the ground mounted system. The allowable area 313 SF. Therefore, the Applicant requires a dimensional variance for 1,105 SF.

The Zoning Ordinance (350-48(s)(13)(E)(ii)(2)) states the yard area devoted to the ground mounted systems shall not exceed 500 SF or 10 SF per every 1,000 SF of lot area, whichever is less. Since the ordinance states "the lesser of", the Applicant is capped at utilizing 313.63 SF of their lot area for a ground mounted system.

It was mentioned during our discussions that the ability to have a combination of roof and ground mounted systems would be acceptable by ordinance. However, the solar company does not recommend the existing metal shingled roof to be utilized and stated it was not suitable for solar panels, and therefore; the only option was to appear before the ZHB for relief.

## **VARIANCES 350-16**

The Board may grant a variance provided the following findings are made where relevant in a given case:

- (1) That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of Lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the Zoning Ordinance in the neighborhood or district in which the property is located;
- (2) That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable Use of the property;
- (3) That such unnecessary hardship has not been created by the appellant;
- (4) That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate Use or development of adjacent property, nor be detrimental to the public welfare;
- (5) That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue;

(6) The variance shall not authorize a Use that is not permitted in the Zoning Ordinance and which could more properly be considered a rezoning to be heard by the South Whitehall Township Board of Commissioners.

## **APPLICABLE DEFINITIONS**

### **ACCESSORY BUILDING OR STRUCTURE**

The building or structure subordinate to and detached from the principal building on the same lot and used for purposes customarily incidental to the principal use or building.

### **ACCESSORY or ACCESSORY USE**

Those activities and land uses incidental to a primary use that function as secondary or subordinate to a primary or principle use. Accessory activities or uses are considered sufficiently significant or different from the primary or principal use so as to warrant regulatory criteria separate from the primary or principal use. Accessory uses are permitted by right provided said use is shown as an accessory use in the Zoning District Schedule for the district in which the use is located and the use is in conformance with all other provisions of this chapter.

### **SOLAR ENERGY SYSTEMS, RESIDENTIAL**

Definition: A system and all associated equipment which converts solar energy into a useable electrical energy, heats water or produces hot air or other similar function through the use of solar panels mounted on a roof, ground rack, or pole, with the primary intention of reducing on-site consumption of utility-supplied electricity.

### **SOLAR PANEL**

A structure containing one or more receptive cells, the purpose of which is to convert solar energy into useable electrical energy, heat water, or produce hot air or perform any other similar function by way of a solar energy system.

## **CLOSING**

Due to the solar element of the proposal, it cannot be determined by the Zoning Officer if the minimum relief is being requested. The Solar Agency Representative should present testimony to the Zoning Hearing Boards satisfaction.

Laura Harrier  
Zoning Officer, Community Development



BEFORE THE ZONING HEARING BOARD OF  
SOUTH WHITEHALL TOWNSHIP

WRITTEN TIME WAIVER

I/WE, Deborah + Larry Perik, being the:

Applicant(s)

Legal Counsel for the Applicant(s)

named in Appeal Docket No. ZHB- Deborah, hereby waive the time limitations of, and grant an extension of time from, Section 908(1.2) of the Pennsylvania Municipalities Planning Code, as reenacted and amended December 21, 1988, P.L. 1329, No. 170, as found at 53 P.S. Section 10908(1.2), requiring the Zoning Hearing Board:

to hold a public hearing within sixty (60) days from the date of filing the Appeal Application with the Zoning Hearing Board.

to hold a subsequent hearing on the Appeal within forty-five (45) days from the prior public hearing.

SIGNATURE OF APPLICANT(S) OR  
LEGAL COUNSEL FOR APPLICANT(S):

Deborah  
LP

DATE:

10/27/23

BEFORE THE ZONING HEARING BOARD OF  
SOUTH WHITEHALL TOWNSHIP

WRITTEN TIME WAIVER

I/WE, Solar Energy World, being the:

X Applicant(s)

       Legal Counsel for the Applicant(s)

named in Appeal Docket No. ZHB-2023-08, hereby waive the time  
limitations of, and grant an extension of time from, Section 908(1.2) of the  
Pennsylvania Municipalities Planning Code, as reenacted and amended  
December 21, 1988, P.L. 1329, No. 170, as found at 53 P.S. Section 10908(1.2),  
requiring the Zoning Hearing Board:

X to hold a public hearing within sixty (60) days from the date of  
filing the Appeal Application with the Zoning Hearing Board.

       to hold a subsequent hearing on the Appeal within forty-five  
(45) days from the prior public hearing.

SIGNATURE OF APPLICANT(S) OR  
LEGAL COUNSEL FOR APPLICANT(S):

amy-jane Deatrick

DATE:

10/27/23