



The Borough of Phoenixville
CHESTER COUNTY, PENNSYLVANIA

Borough Hall, 351 Bridge Street, Phoenixville, PA 19460
Phone: (610) 933-8801 www.phoenixville.org

Conditional Use Application Information

WHAT IS A CONDITIONAL USE?

A conditional use is a use or activity, subject to Borough Council (Council) approval, which may be permitted in a particular zone, however, because of the type or nature of the use conditions for its establishment and operation may be necessary.

JURISDICTION:

In granting any conditional use, Council may attach such reasonable conditions and safeguards as it may deem necessary to implement the purpose of the Zoning Ordinance and the Pennsylvania Municipalities Planning Code (MPC).

As part of the conditional use hearing, Council may consider those comments issued by the Planning Commission, Zoning Officer, Engineer, the appointed professional consultants and any other agencies providing comments, as may be authorized by the Borough's Code and the MPC.

TIMING FOR REVIEW:

Applications for a conditional use are to be provided to the Borough's Administrative Offices, located at 351 Bridge Street, Phoenixville PA 19460, no later than **(30) thirty days** previous to the next scheduled Borough Council meeting.

1. Council shall schedule and hold a public hearing on the application, pursuant to public notice, within (60) sixty days from receipt of the application. This time period may be extended if agreed to in writing by the applicant.
2. The decision, or, where no decision is called for, the findings shall be made by Council. The applicant, may, however, waive decision or findings by Council and accept the decision or findings of the hearing officer as final.
3. All hearings must be completed no later than (100) one-hundred days after the completion of the applicant's case in chief, unless extended for good cause upon application to the Court of Common Pleas.
4. Council shall render a written decision or, when no decision is called for, make written findings on the conditional use application within 45 days

of the last hearing. The date of the decision may be extended by the applicant either on the record or in writing. Where the application is contested or denied, each decision shall be accompanied by findings of fact, reasons or conclusions based thereon.

EXPIRATION:

Unless otherwise specified by Council in its decision and order, a conditional use approval shall expire if the applicant does not secure a building permit or, if no building permit is required, a use and occupancy permit, within (1) one year from the date of Council's written approval of the conditional use application; this period may be extended only upon written request and reasonable cause shown. No formal hearing shall be required in consideration of such request, and if granted, shall be for the period of time deemed appropriate by Council.

APPLICATION REQUIREMENTS:

1. Complete application form
2. Narrative additional sheets
3. Site plan/Tax map
4. Agreement of Sale or Lease Agreement as applicable
5. Copies of all exhibits, including, but not limited to pictures, diagrams, changes, etc.
6. Detailed plan of any proposed structure(s) elevations
7. Separate check for the remittance of the Application Fee for the Conditional Use hearing.
8. Separate check for remittance of Escrow Deposit (see Schedule of Fees).

CHECKS OR MONEY ORDERS SHALL BE MADE PAYABLE TO:
The Borough of Phoenixville

CONSIDERATIONS:

When considering a conditional use application, Council shall consider, among other things, whether the applicant has done the following:

1. Shown that the use is consistent with the Comprehensive Plan.

2. Shown that the property is suitable for the use desired and that the proposed request is consistent with the goals, objectives and policies established within the Zoning Ordinance.
3. Established by a fair preponderance of credible evidence that the use intended at the location shall not be contrary to the public health, safety, morals and/or welfare.
4. Provided evidence with supporting documentation that the capacity of the road system providing access to the property or lot in question has sufficient capacity to accommodate the use, and also that when the incremental increase in traffic attributable to the proposed use is superimposed upon the existing use of the road, that the level of service of the roads or any portions thereof or any street intersections below will be at an acceptable level of service.
5. Provided evidence with supporting documentation that the interior traffic circulation for the proposed use, including but not limited to acceleration and deceleration lanes where required at the proposed entrances to the location, shall be adequate to provide safe and convenient circulation for users of the facility, visitors, employees and all emergency vehicles.
6. Provided evidence with supporting documentation that the facility or use provides safe and convenient pedestrian access and internal circulation within the grounds of the facility and particularly for points of access from the facility to the parking areas.
7. Provided evidence with supporting documentation that adequate screening and buffering is provided between the lands in question and surrounding residential uses and residentially zoned districts to screen the facility from view and preclude any glare from lighting or noise from being ascertainable beyond the boundaries of the property.
8. Provided evidence with supporting documentation that the local fire department has the ability to provide adequate fire protection and emergency management services for the proposed use.
9. Provided, where Council deems appropriate, evidence with supporting documentation that additional security measures will be accounted for by the owner or site manager so the facility or use does not create a continuous burden on the emergency management services and providers.
10. Provided evidence with supporting documentation that the existing or proposed sanitary sewage disposal facilities have sufficient capacity for the proposed use.
11. Provided evidence with supporting documentation that the existing or proposed municipal water supply facilities have sufficient capacity for the proposed use.
12. Provided evidence with supporting documentation that there will be no increase in surface water runoff and erosion within the property or at the boundaries of the facility as a result of the site improvements.



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Application Date:	_____
Application Fee:	_____
Escrow Deposit:	_____
Escrow Number:	_____
CU Number:	_____

Conditional Use Application

Pursuant to 27-301.2.A.(1)

Residential

Commercial

Property Information: (Please Print)

Property Address: _____

Tax Parcel Number: _____ Zoning District: _____

Owner Information:

Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Applicant Information:

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant Type:

Owner

Architect/Engineer

Corporate Officer

Owner's Representative

Attorney

Business Operator

Equitable Owner

Other

Narrative:

On a separate document, describe the following as applies:

- 1) A description of the subject property, including size, location, natural features, and any improvements, deed, legal, and/or physical features.
- 2) The present use of the property.
- 3) The proposed use, improvements or additions to the property.
- 4) The suitability of the property for the proposed use.
- 5) Explain basis upon which the applicant believes he/she/it should be granted conditional use approval, with the specific reference to applicable sections of the Zoning Ordinance, **27-301.2.A.(1)**
- 6) List any relief from the Zoning Ordinance or Subdivision and Land Development Ordinance which may be required for this project and if any action has been initiated by the applicant to obtain that relief.

On August 9, 2011, Phoenixville Borough Council adopted the "Neighborhood Blight Protections and Enforcement" Ordinance 2180, that enables Borough Staff to deny any permit or governmental approval application if the owner of said property, on that or any other property owned in the Commonwealth, (1) has Tax and/or Municipal Services delinquencies on account of the actions of the Owner; or (2) has a Serious Violation with having no corrective, Substantial Steps in place. A printed copy of this ordinance is available upon request at the Borough Code Enforcement Department.

I hereby certify that the proposed application and subsequent actions or uses are authorized by the owner. As the owner or authorized representative, I agree to conform to all applicable laws of the jurisdiction. Construction shall comply with all Borough Codes and the most current ICC Building Codes as adopted by the Commonwealth of Pennsylvania. I have examined this application, its requirements and to my knowledge and belief, it is a true, correct and complete application.

Applicant Printed Name: _____

Applicant Signature: _____

Date: _____

OFFICE USE ONLY

Submissions Checklist:

Application Completion:	YES	NO	
Renderings/Elevations:	YES	NO	N/A
Existing Conditions Photo:	YES	NO	N/A
Scaled Drawings:	YES	NO	N/A
Samples:	YES	NO	N/A

Accepted/Returned by: _____

Date: _____

Ordinance 2180 Clearance: _____

Date: _____

Zoning Officer: _____

Date: _____

BOROUGH USE ONLY

Record of Events:

Application date:	Date: _____
Hearing to be held within 60 days of application date	Date: _____
Initial hearing date	Date: _____
Advertisement Dates:	Date 1: _____
	Date 2: _____
Subsequent hearing date (shall be within 45 days if needed)	Date: _____
Applicant's requirement to complete present case within 100 days	Date: _____
45 day to decision/findings after last hearing	Date: _____



The Borough of Phoenixville

Chester County, Pennsylvania

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Professional Services Reimbursement Policy and Procedure

Policy:

It is the policy of Phoenixville Borough ("Borough") to appoint private consultants ("Consultants") to assist Borough Staff ("Staff") from time to time. These Consultants are hired to augment the Staff's capabilities with professional expertise in specific disciplines necessary to help promote the public health, safety, and general welfare of the Borough and its residents. The Borough engages its Consultants on projects that benefit either the community as a whole or the individual property owner. For those projects that benefit the individual applicant/property owner, it is the policy of the Borough to impose reasonable fees on the individual property owner to cover project specific costs. Furthermore, it is the Borough's policy to require the individual applicant/property owner to fully reimburse the Borough on a monthly basis for its Consultants' time and materials necessary to ensure that those projects benefiting the individual property owner comply with the Borough's code of ordinances.

Procedure:

1. The Applicant is required to submit a completed and notarized Phoenixville Borough Consultant Fee Reimbursement Contract ("Contract") and any necessary application forms required for their project to the Borough offices attention to the Planning Director along with the required application fees and escrow deposit. Applications will not be deemed complete or processed without the submission of a completed and notarized Contract and the requisite fees and escrow. A copy of the Contract is attached as Exhibit "A".
 2. The Staff will forward the submitted materials to the Planning Director or designee, for review. If the application is deemed complete, the Planning Director or designee will authorize the Consultants to begin work and direct the Finance Staff to establish an escrow account for the project. Prior to circulation of the application for review by the Staff and/or Consultants, a copy will be placed in the project file with the application. The Planning Director will supply the applicant with an Application Acceptance Memo which will act as a receipt for the funds.
 3. Each Consultant shall establish a separate project number for the purpose of invoicing. Consultant invoices shall be submitted monthly to the Borough Manager and include charges itemized by date and time, identifying the person performing the work, and sufficient detail on the work performed to support the billing.
 4. The Borough Manager or designee will review the invoice(s) and direct any questions regarding the invoice to the Consultant. Once the review of the invoice is completed, the invoice will be forwarded to the Finance Staff for consideration of payment with supporting Purchase Requisition/Purchase Order process.
 5. Finance Staff will mail a Borough invoice to the Applicant identifying a reimbursement deadline of fifteen (15) calendar days from the date of the invoice and advising that non-payment will delay the processing applications and/or issuance of permits/approvals. If there is any dispute by the Applicant with regard to a Consultant invoice, such disputes shall be handled
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as provided for in the Municipalities Planning Code.

6. Should the Applicant fail to return full payment to restore the original escrow amount within the fifteen (15) day deadline, the Planning Director may issue a letter advising the Applicant that the Consultants' reviews for the Project are suspended until the Applicant meets his/her financial obligations under the agreement.

7. Borough approvals and permits will not be issued until all outstanding invoice(s) are paid in full.

Exhibit A
Consultant Fee Reimbursement Contract



The Borough of Phoenixville

Chester County, Pennsylvania

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Consultant Fee Reimbursement Contract

THIS CONTRACT is made this _____ day of _____, _____, by (the "Applicant"), whose mailing address is:

_____.

WHEREAS, the Applicant is the legal or equitable owner of certain real estate bearing Chester County Tax Map Parcel No. _____, located at address:

_____.

Phoenixville Borough (hereinafter referred to as the "Site"); and

WHEREAS, the Property Owner has presented to Phoenixville Borough (the "Borough") plans for grading, subdivision, land development, zoning or other building development of the Site (hereinafter referred to as the "Project"); and

WHEREAS, the Property Owner has requested and/or requires the Borough's approval for the Project and/or review of the Applicant's plans and proposals concerning the Project, and the Borough is willing to authorize its Consultants to review said plans and proposals concerning the Project upon execution of this Contract.

NOW, THEREFORE, the Applicant agrees as follows:

1. The Applicant acknowledges that the Borough will incur costs and fees relating to the review of the Project by the Consultants, and the Applicant agrees to pay and/or reimburse the Borough for such costs in accordance with this Contract. The Property Owner has received, read, and understands the Borough's Consultant Fee Reimbursement Policy and Procedures, which are incorporated into this Contract by reference.
2. The Applicant shall pay the Borough's Consultants' costs and fees for the following: (a) review of any and all plans, proposals, studies or other correspondence relating to the Project; (b) attendance at any and all meetings relating to the Project; (c) preparation of any documents related to the Project, including, but not limited to: studies, reports, engineered plans, surveys, appraisals, agreements, deeds, declarations, easements, other legal documents or other correspondence; and (d) monitoring, testing, and inspecting of the work conducted by the Applicant and/or its agents, contractors, representatives or employees in conjunction with the Project. It

_____.

is understood by executing this Contract that the Applicant specifically accepts the fee schedules currently in effect and the fee schedules for Consultants that may come in effect during the duration of the Project.

3. The Applicant further agrees that all fees or costs arising out of this Contract shall be fully paid prior to the issuance of any permit or approval for Project. The Applicant agrees and acknowledges that no permit, occupancy issuance or recordable plans shall be released by the Borough until all outstanding Consultant fees and costs are paid to the Borough, provided that the Applicant is not otherwise in default under this Contract.
 4. The Applicant may at any time terminate all future obligations under this Contract by giving written notice to the Borough that it does not desire to proceed with the Project. Upon receipt of such written notice by the Borough, the Applicant shall only be liable to the Borough for the Borough's and its Consultants' expenses, costs, charges, and fees incurred prior to the receipt of the written notice. Applicant acknowledges and agrees that invoices for services performed on all dates prior to the date of receipt of the termination notice by the Borough shall remain the responsibility of the Applicant regardless of the date of the mailing of such invoice to the Borough or the Applicant.
 5. The Applicant and the Borough agree that the Borough shall have the rights and privilege to sue the Property Owner in assumpsit for reimbursement, to lien the Site or both, in its sole discretion, for any expense incurred by the Borough's Consultants for the Project in excess of the then current balance of the established escrow with the Borough. The Borough's election of remedies under this paragraph shall not constitute a waiver of any other remedies the Borough may have at law or in equity.
 6. This Contract shall be binding on and inure to the benefit of the successors and assigns of the Property Owner. An Applicant that is also the Property Owner shall provide the Borough with at least thirty (30) calendar days advance written notice of any proposed assignment of the Property Owner's rights and responsibilities under this Contract.
 7. This Contract shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and all actions shall be brought in the Court of Common Pleas for Chester County.
 8. If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional or void and the remainder of this Contract shall be in full force and effect.
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IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

PHOENIXVILLE BOROUGH:

E. Jean Krack
Borough Secretary

Jonathan M. Ewald
Council President

APPLICANT/OWNER/DEVELOPER(S):

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Printed Title)

(Printed Title)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF

:

On this ____ day of _____, _____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a Pennsylvania _____, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF

:

On this ____ day of _____, _____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be a member of the Borough Council of _____, and that he/she, as such officials, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

