



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

Permit #	_____
Application Fee:	_____
Escrow Deposit:	_____
Escrow Number:	_____

Stormwater Management System Application

Applicability: This form applies to projects not designated as Land Development involving proposed impervious surfaces >1,000 SF or total earth disturbance >5,000 SF. Proposed Impervious is defined as "...all new, additional and replacement Impervious Surfaces."

Property Information: (Please Print)

Property Address: _____

Owner Name: _____

Phone: _____ Cell: _____ Email: _____

Tax Parcel Number: _____ Zoning District: _____

Applicant Information:

Name: _____

Address: _____

Phone: _____ Cell: _____ Email: _____

Contractor Information:

Company Name: _____

Primary Contact: _____

Address: _____

Phone: _____ Cell: _____ Email: _____

Type & Registration #: _____

Type of Work to be Performed:

<input type="checkbox"/> New Building	<input type="checkbox"/> Renovation	Total Proposed Impervious (SF): _____
<input type="checkbox"/> Addition	<input type="checkbox"/> Demolition	Total Area of Disturbance (SF): _____
<input type="checkbox"/> Paving	<input type="checkbox"/> Grading	Total Estimated Cost (\$): _____

Fees have been established by the Municipality as adopted by resolution or as otherwise allowed by law to defray plan review and construction inspection costs incurred by the Borough. Expenses covered by fees include: administrative costs; review of the SWM Site Plan; Legal costs related to easements and O&M agreement; coordination meetings; review of reports and supporting documentation; E&S and BMP inspections; and review of as-built plan.

Project Description: _____

Your application will not be reviewed until all of the required information has been provided to the Borough of Phoenixville. In accordance with the Borough's Stormwater Management Ordinance No. 2014-2239 Article IV.

Building Lot and Impervious Cover Information:

Total Lot Area: _____ Sq. Ft.
 Existing Building Area: _____ Sq. Ft.
 Proposed Building Area: _____ Sq. Ft.
 Total Building Area: _____ Sq. Ft.

Total Existing Impervious Cover (building area plus walkways, driveways, patios, etc.): _____ Sq. Ft.

Total Proposed Impervious Surface (all new, additional and replacement impervious): _____ Sq. Ft.

On August 9, 2011, Phoenixville Borough Council adopted the "Neighborhood Blight Protections and Enforcement" Ordinance 2180, that enables Borough Staff to deny any permit 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.

Borough of Phoenixville Code Chapter 27, Part 602.1.E.3: Performing any construction operation or operating or permitting the operation of any tools or equipment used in construction, drilling or demolition work between the hours of 6:00 p.m. and 8:00 a.m. or at any time on weekends, if such operation creates a noise disturbance across a real property boundary line or within a noise-sensitive zone. This section does not apply to domestic power tools or to vehicles which are designed for transportation use on public highways.

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as the authorized agent and we agree to conform to all applicable laws of this jurisdiction. Construction shall comply with all Borough Codes and the most current ICC Building Codes as adopted by the Commonwealth of Pennsylvania. Building/Structure shall also comply with the American Disabilities Act of 1990 where applicable. I have examined this application, its requirements and to my knowledge and belief, is a true, correct and complete application.

Applicant's Signature: _____ Date: _____

For payment/pickup: Call Email

Please be advised: As per the Borough of Phoenixville Schedule of Fees, the applicant shall be responsible for any additional Consultant Fees above and beyond the collected inspection fees on an "as invoiced" basis that may not be able to be ascertained at the submission of the application, and are due upon pick up.

OFFICE USE ONLY

Submitted Documents:

SWM Site Plan	YES	NO	N/A
SWM Report	YES	NO	N/A
Erosion & Sediment Control Plan	YES	NO	N/A
Erosion & Sediment Control Report	YES	NO	N/A
Detailed Site Evaluation	YES	NO	N/A
O&M Agreement	YES	NO	N/A

Ordinance 2239 Clearance: _____ Date: _____

Building Code Official: _____ Date: _____

Zoning Officer: _____ Date: _____



The Borough of Phoenixville

Chester County, Pennsylvania

Borough Hall, 351 Bridge Street, Phoenixville, PA 19460

Phone: (610) 933-8801 www.phoenixville.org

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

Borough Hall, 351 Bridge Street, Phoenixville, PA 19460

Phone: (610) 933-8801 www.phoenixville.org

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