



The Borough of Phoenixville
CHESTER COUNTY, PENNSYLVANIA

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

Zoning Hearing Board Information

WHAT IS THE ZONING HEARING BOARD (ZHB)?:

The Zoning Hearing Board (ZHB) is a body of five (5) residents appointed by Borough Council that hears requests for variances, special exceptions and appeals. (*Conditional Uses are heard by Borough Council and are submitted via a different application.*)

JURISDICTION:

The ZHB shall have exclusive jurisdiction to hear and render decisions in the following matters:

- Applications for *variances* from the terms of the zoning ordinance.
- Applications for *special exceptions* under the zoning ordinance.
- *Substantive challenges* to the validity of any land use ordinance, except those brought before the governing body having to do with curative amendments.
- *Appeals* from:
 - the determination of the zoning officer, including, but not limited to, the granting or denial of any permit, or failure to act on the underlying application, the issuance of any cease and desist order or the registration or refusal to register any nonconforming use, structure or lot.
 - the determination by a municipal engineer or the zoning officer with reference to the administration of any flood plain or flood hazard ordinance or such provisions within a land use ordinance.
 - the determination of any officer or agency charged with the administration of any transfers of development rights or performance density provisions of the zoning ordinance.

WHO CAN APPLY?:

Appeals under section 909.1(a)(1), (2), (3), (4), (7), (8) and (9) may be filed with the board in writing by the landowner affected, any officer or agency of the municipality, or any person aggrieved. Requests for a variance under section 910.2 and for special exception under section 912.1 may be filed with the board by any landowner or any tenant with the permission of such landowner. See Zoning Officer for applicant qualifications questions.

WHAT IS A VARIANCE?:

Area and Design - A variance is zoning relief which permits minor changes of district area and design regulations where individual properties are both harshly and uniquely burdened by the strict application of the zoning law. The ability to obtain a variance is restricted and the degree of variation is limited to the minimum change necessary to afford relief, representing the least modification possible to the regulation at issue. A variance is a modification of the requirements of a zoning district and does not include the substitution of uses assigned to other districts.

No variation may be granted which would adversely affect surrounding property or the general neighborhood. All variations must be in harmony with the intent and purposes of the zoning ordinance.

WHAT IS A SPECIAL EXCEPTION?:

Certain uses may or may not be appropriate at every location within a specific district and, should the ZHB determine that a use permitted by special exception fails to comply with all of the definitional aspects thereof or would be contrary to the public health, safety, morals and/or welfare of the community at specific locations within a district, that the use would not be permitted there.

CONDITIONS:

In granting any variance or special exception, the ZHB may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance and the Pennsylvania Municipalities Planning Code (MPC).

RELIEF EXPIRATION:

Variances and special exceptions shall be valid and remain in effect for a term of one (1) year from the date of said approval and shall thereafter expire and be void unless said construction, modification, new or revised lot lines or dimensional standards or change of use or occupancy be initiated within said one-year term or said term is expressly extended as part of the initial approval or a further extension of the term being granted by the ZHB prior to the expiration of the one year period.

TIMING FOR REVIEW:

The first hearing shall be held within sixty (60) days from the date of the applicant's request, unless the applicant has agreed, in writing, to an extension. Each subsequent hearing shall be held within forty-five (45) days of the prior hearing unless otherwise agreed to by the applicant in writing or on the record. An applicant shall complete the presentation of the case in chief (the part of the hearing in which the applicant presents evidence to support the claim or defense) within one-hundred (100) days of the first hearing.

The ZHB shall render a written decision, or when no decision is called for, make written findings on the application within forty-five (45) days after the last hearing.

APPLICATION REQUIREMENTS:

1. The applicant will be responsible for filing the necessary documents with the Zoning Officer at Borough Hall, 351 Bridge Street, 2nd Floor, Phoenixville, PA at least thirty (30) days prior to the next available ZHB regular meeting date. The regular meeting dates are held at 7PM on the third Wednesday of each month.
2. Every application shall cite the specific provision of the Zoning Ordinance involved and shall exactly set forth the interpretation that is claimed, the grounds for any challenges to validity of the Zoning Ordinance, the use for which a special exception is sought or the details of the variance that is applied for and the grounds on which it is claimed that the variance should be granted.
3. The application shall be accompanied by two (2) copies of any applicable site plans, drawn to scale. Any site plans on sheets larger than 8½"X 11" paper shall be folded.
4. Site Plan Requirements
 - a. Plan shall be drawn to a clearly-indicated scale.
 - b. Show boundaries of property.
 - c. Show any existing adjacent streets.
 - d. Show all existing buildings, parking and ingress/egress points on property.
 - e. Show any new or existing buildings with square footage (footprint).
 - f. Show any new or existing parking areas (with space outlined), driveways, and ingress/egress points, lighting and landscaping.
 - g. Show any proposed fences, landscaping and signs.
5. The Zoning Officer has full authority to determine whether an application meets the aforementioned filing requirements. The Zoning Officer is not authorized to schedule the matter for hearing or publish notices of the hearing until all requirements are fulfilled and filed. No exceptions are permissible.

6. The applicant shall submit with at the time of application:
 - a. **One (1) non-refundable check** to satisfy the application fee as set forth in the current Fee Schedule.
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 - b. **One (1) deposit (escrow) check** to satisfy the deposit requirements, as set forth in the current Fee Schedule and in accordance with the MPC that reads: *Fees for said hearings may include compensation for the secretary and members of the zoning hearing board, notice and advertising costs and necessary administrative overhead connected with the hearing. The costs, however, shall not include legal expenses of the zoning hearing board, expenses for engineering, architectural or other technical consultants or expert witness costs.*

ADVERTISING COSTS AND PROCEDURES:

Notice of the public hearing will be given as follows:

- by publishing a notice once each week for two (2) successive weeks in a newspaper of general circulation within the Borough. Such notice shall state the time and place of the public hearing and the particular nature of the matter to be considered at the hearing. The first publication shall be not more than thirty (30) days and the second publication not less than seven (7) days from the date of the hearing.
- by mailing a notice of hearing to the parties of interest at least fourteen (14) days prior to the public hearing.
- by mailing or issuing a notice to the Borough Manager, Zoning Officer, Borough Council, Planning Commission, and to every person or organization who or which have registered with the ZHB for the purpose of receiving such notices.
- the ZHB or Zoning Officer may mail notice of the hearing to the owner of every lot within five-hundred (500') feet of the lot or building in question, provided that failure to give notice, either in part or in full, as stated by this subsection shall not invalidate any action by the ZHB.
- the required notices shall state the location of the lot or building that is the subject of the application, as well as the general nature of the request(s) being made by the applicant(s).

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



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

| | |
|-------------------|-------|
| Application Date: | _____ |
| Application Fee: | _____ |
| Escrow Deposit: | _____ |
| Escrow Number: | _____ |
| ZHB Number: | _____ |

Zoning Hearing Board Application

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:

| | | | |
|-----------------------------------|--|--|---|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Contractor | <input type="checkbox"/> Corporate Officer | <input type="checkbox"/> Owner's Representative |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Business Operator | <input type="checkbox"/> Heir | <input type="checkbox"/> Other |

Application Type:

Variance Special Exception Appeal

Relief/Appeal Sought:

Describe in detail, the relief/appeal/special exception sought, citing the specific portion of the Zoning Ordinance:

Grounds for the Appeal/Relief sought are:

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: _____



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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 as provided for in the Municipalities Planning Code.
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6. Should the Applicant fail to return associated reimbursement by the date specified on the Borough invoice, and the original escrow amount becomes depleted, the Planning Director may issue a letter advising the Applicant that the Consultants' reviews for the Project, in lieu of an official written dispute, 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.
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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