



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

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

## Stormwater Management Permit Application

**Applicability: The Borough of Phoenixville Stormwater Management Ordinance (SWMO) regulates activities involving either regulated impervious surface >500 SF or earth disturbance >5,000 SF. A separate Stormwater Management Permit is not required for activities designated as land development. Exemptions for specific activities are provided in §23-106.C of the SWMO.**

**Property Information:** (Please Print)

Property Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Tax Parcel Number: \_\_\_\_\_ Zoning District: \_\_\_\_\_

**Applicant Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**Contractor/Engineer Information:**

Company Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**Check all that Apply:**

<input type="checkbox"/> New Building	<input type="checkbox"/> Simplified Approach	A. Total Proposed Impervious Surface: _____
<input type="checkbox"/> Addition	<input type="checkbox"/> Standard Approach	B. Existing Impervious Surface installed after 9/9/2014: _____
<input type="checkbox"/> Paving	<input type="checkbox"/> Grading	C. Regulated Impervious Surface (A+B=C)*: _____
		D. Total Proposed Earth Disturbance: _____

\* Regulated Impervious Surface is defined as the cumulative existing and proposed impervious surface installed after 9/9/2014.

\*\* Regulated activities that involve 500SF to 2,000SF of Regulated Impervious Surface and <5,000 SF Proposed Earth Disturbance may apply modified requirements presented in the Simplified Approach to Stormwater Management for Small Projects. Applicants shall contact the Borough to confirm whether an activity is eligible or otherwise exempt.

**Applicant has confirmed eligibility with the Borough.**

*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:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In accordance with §23-403 of the SWMO, submissions found to be incomplete shall not be accepted for review and shall be returned to the Applicant within 14 days with a notification in writing of the specific manner in which the submission is incomplete.

**Property and Land Cover Information:**

Total Property Area SF: \_\_\_\_\_  
Total Existing Impervious Coverage on Property SF: \_\_\_\_\_  
Proposed Building Area SF: \_\_\_\_\_ %: \_\_\_\_\_  
Total Proposed Impervious Coverage on Property SF: \_\_\_\_\_ %: \_\_\_\_\_

**On August 9, 2011, Phoenixville Borough Council adopted the "Neighborhood Blight Protections and Enforcement" Chapter 5, Part 3, 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 6, Part 405.2.B: 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 9:00 p.m. and 7:00 a.m. or at any time Sundays or legal holidays such that the sound therefrom causes a unreasonable noise, if such operation creates unreasonable noise 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: \_\_\_\_\_

**OFFICE USE ONLY**

**Submitted Documents:**

Simplified Approach Stormwater Management Plan Application Packet:	YES	NO	N/A
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
O&M Agreement:	YES	NO	N/A

Borough Engineer: \_\_\_\_\_ 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 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**

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# 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 an official seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public