



"ORIGINAL"

835 NORTH MAIN STREET

SITE ADDRESS: 5 WEST GROPP ST. BETHLEHEM PA  
1ST FLOOR - REAR

Office Use Only:

DATE SUBMITTED: 04.30.2021

HEARING DATE: 06.09.2021

PLACARD: \_\_\_\_\_

FEE: \_\_\_\_\_

ZONING CLASSIFICATION: RT

LOT SIZE: \_\_\_\_\_

**APPLICATION FOR APPEAL TO THE CITY OF BETHLEHEM ZONING HEARING BOARD,**  
**10 EAST CHURCH STREET, BETHLEHEM, PA 18018**

1. Return one (1) original and eight (8) copies of this application and all supporting documentation to the Zoning Officer, along with the filing fee. Include site plans and/or floor plans as necessary.
2. The application is due by 4PM on the 4<sup>th</sup> Wednesday of the month. The hearing will be held on the 4<sup>th</sup> Wednesday of the next month.
3. If you are submitting MORE THAN 10 exhibits at the hearing, you MUST place them in an indexed binder and submit at one time.

Appeal/Application to the City of Bethlehem Zoning Hearing Board is hereby made by the undersigned for: (check applicable item(s):

- Appeal of the determination of the Zoning Officer
- Appeal from an Enforcement Notice dated \_\_\_\_\_
- Variance from the City of Bethlehem Zoning Ordinance
- Special Exception permitted under the City Zoning Ordinance
- Other: \_\_\_\_\_

**SECTION 1**

<b>APPLICANT:</b>	
Name	Madeline Scarinzi & JESSICA ZOTYNIA
Address	517 2nd Ave Bethlehem PA 18018
Phone:	[REDACTED]
Email:	[REDACTED]

<b>OWNER</b> (if different from Applicant): Note. If Applicant is NOT the owner, attach written authorization from the owner of the property when this application is filed.	
Name	<del>Sam</del> John S. Lustig
Address	5W Goepf St. 2nd Fl Bethlehem PA 18018
Phone:	[REDACTED]
Email:	[REDACTED]
<b>ATTORNEY</b> (if applicable):	
N/A	
Name	
Address	
Phone:	
Email:	

**SECTION 2. INFORMATION REGARDING THE REAL ESTATE**

1. Attach a site plan, drawn to scale, of the real estate. Include existing and proposed natural and man-made features.
2. Attach architectural plans and elevations depicting proposed alterations or new construction.
3. Attach photographs.
4. If the real estate is presently under Agreement of Sale, attach a copy of the Agreement.
5. If the real estate is presently leased, attached a copy of the present lease.
6. If this real estate has been the object of a prior zoning hearing, attach a copy of the Decision.

**SECTION 3.**

**THE RELIEF SOUGHT:**

If the Applicant seeks a dimensional variance for any setback, lot coverage, distance between certain uses, etc., please state the following:

Section of Code	Dimension Required by Code	Dimension Proposed by Applicant	Variance Sought
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If the Applicant seeks a use or other variance, please state the **specific section(s)** of the Zoning Ordinance applicable and describe the variance sought.

CONVERSION TO COMMERCIAL KITCHEN  
1304.01(b) & 1325.06 USE VARIANCE TO CONVERT  
SPACE FORMERLY USED FOR A PERSONAL SERVICE - HOME

If the Applicant seeks a Special Exception, please state the **specific section (s)** of Zoning Ordinance applicable:

OCCUPATION INTO A SECOND COMMERCIAL (RESTAURANT)  
SPACE (ICE CREAM PARLOR).

If the Applicant seeks an appeal from an interpretation of the Zoning Officer, state the remedy sought in accordance with Sec. 1325.11 (b):

\_\_\_\_\_  
\_\_\_\_\_

**NARRATIVE**

A brief statement reflecting why zoning relief is sought and should be granted must be submitted.

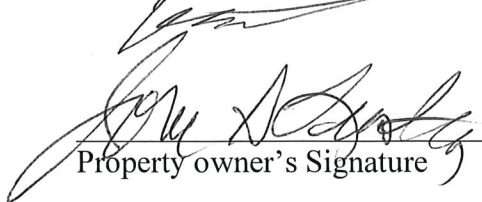
**CERTIFICATION**

I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge and belief.

I also certify that I understand that any and all federal, state or local rules and regulations, licenses and approvals shall be obtained if the appeal is granted.

  
Applicant's Signature

04/28/21  
Date

  
Property owner's Signature

4/29/21  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

**NOTICE: If the Decision of the Zoning Hearing Board is appealed, the appellant is responsible for the cost of the transcript.**

## DE NOVO CREAMERY SEEKING ZONING RELIEF

5 West Goepp Street, 1<sup>st</sup> Floor, Bethlehem, PA

We are seeking zoning relief in order to open a small Vegan Ice Cream Shop. At De Novo Creamery we intend to serve hand-crafted, organic Vegan Ice Cream and gourmet beverages. Our location will serve as a production facility and pickup point for our products. We will not be offering any inhouse seating and intend to be a grab-and-go style shop with limited hours.

We understand that our shop is located in a residential area, which may cause concern when it comes to parking, garbage, and noise/disturbance. Due to the small size of our shop, limited hours, and grab-and-go style we intend to offer, we believe we can successfully co-exist with our surrounding residents.

### PARKING:

We predict we will be of little disturbance to the parking situation on our surrounding streets. We are a very small shop, so we will not have a large abundance of customers within our shop at any given time. Due to our grab-and-go style, our customer's time within our shop will be extremely brief, therefore their occupancy of parking spots will be 5-10 minutes on average. We are also located within walking distance to downtown and predict a lot of our customers will be visiting us on foot, leaving the parking situation undisturbed.

### NOISE AND DISTURBANCE:

As stated above, De Novo Creamery will be a very small shop with limited hours and will not be offering in house seating. Because of this, our presence will be quiet and respectful and should go unnoticed to those residing in the surrounding area.

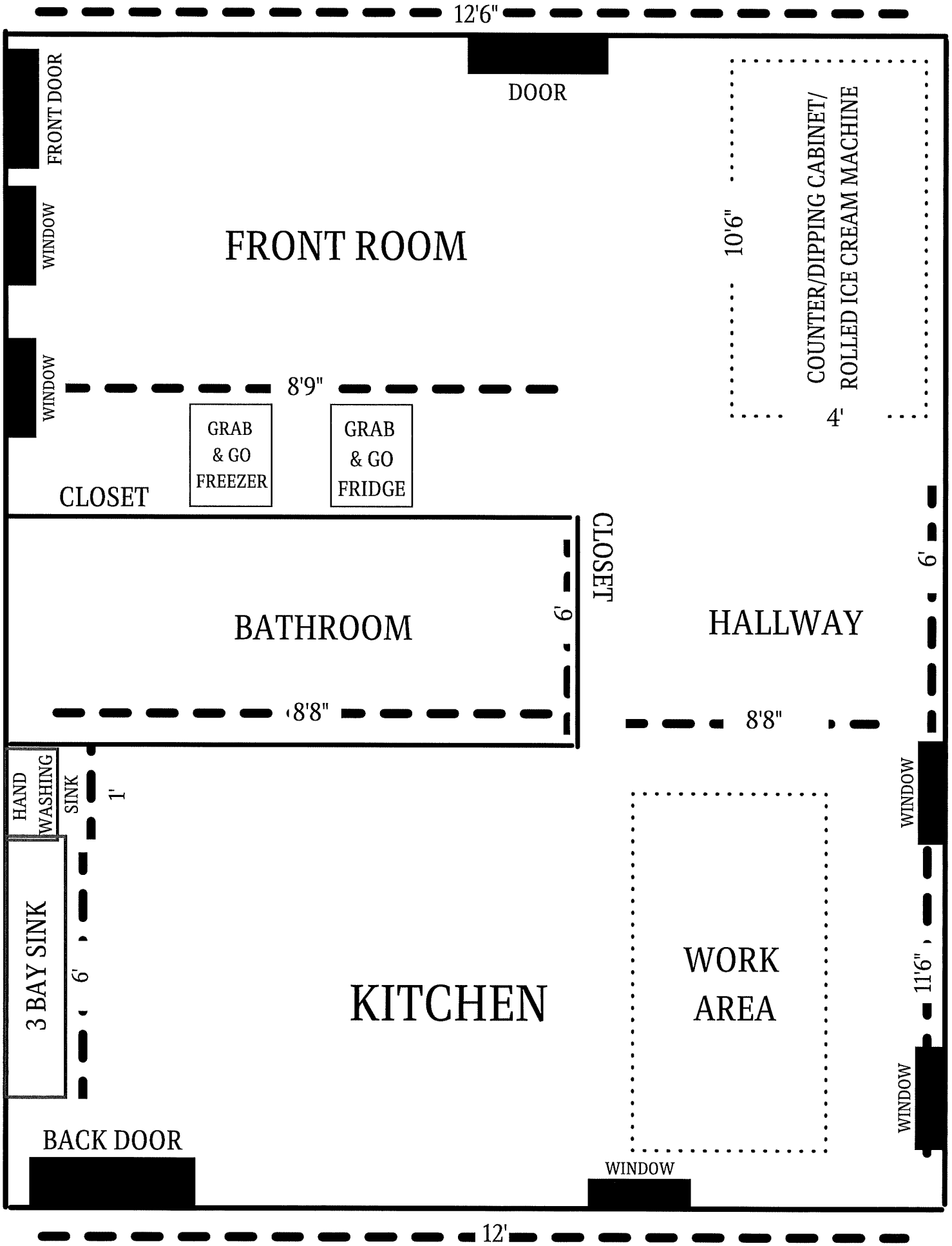
### GARBAGE:

De Novo Creamery's mission is to create as little waste as possible. We work with organic ingredients, purchased in bulk, mostly packaged in recyclable material. The garbage derived from the production of our products is minimal and can be easily accommodated by local garbage

pickups. The garbage produced by the purchase and consumption of our products will also be extremely minimal due to our grab-and-go style of our business model.

In conclusion, we believe that zoning relief should be granted to De Novo Creamery. We will be adding to the community by offering a unique, high-end dessert destination to those seeking dairy-free and organic frozen treats and gourmet beverages. We will be adding convenience and variety to those with dairy allergies and restricted diets, as well as the average consumer looking for a delicious new take on several classic products. As stated several times above, we will be of little to no disturbance to the residential community due to our small size, limited hours, and grab-and-go business model. Thank you for your time and consideration.

GOETZ ST



12'6"

15'6"

FRONT DOOR

WINDOW

DOOR

FRONT ROOM

10'6"

COUNTER/DIPPING CABINET/  
ROLLED ICE CREAM MACHINE

4'

WINDOW

8'9"

GRAB  
& GO  
FREEZER

GRAB  
& GO  
FRIDGE

CLOSET

CLOSET

BATHROOM

6'9"

HALLWAY

6'

8'8"

8'8"

HAND  
WASHING  
SINK

1'

3 BAY SINK

6'

KITCHEN

WORK  
AREA

WINDOW

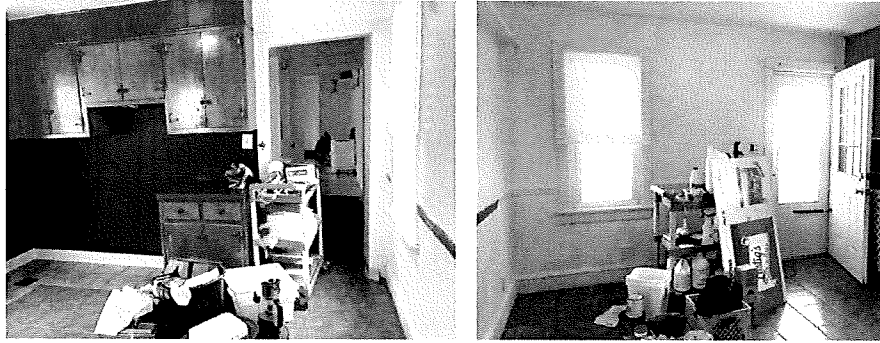
11'6"

WINDOW

BACK DOOR

WINDOW

12'

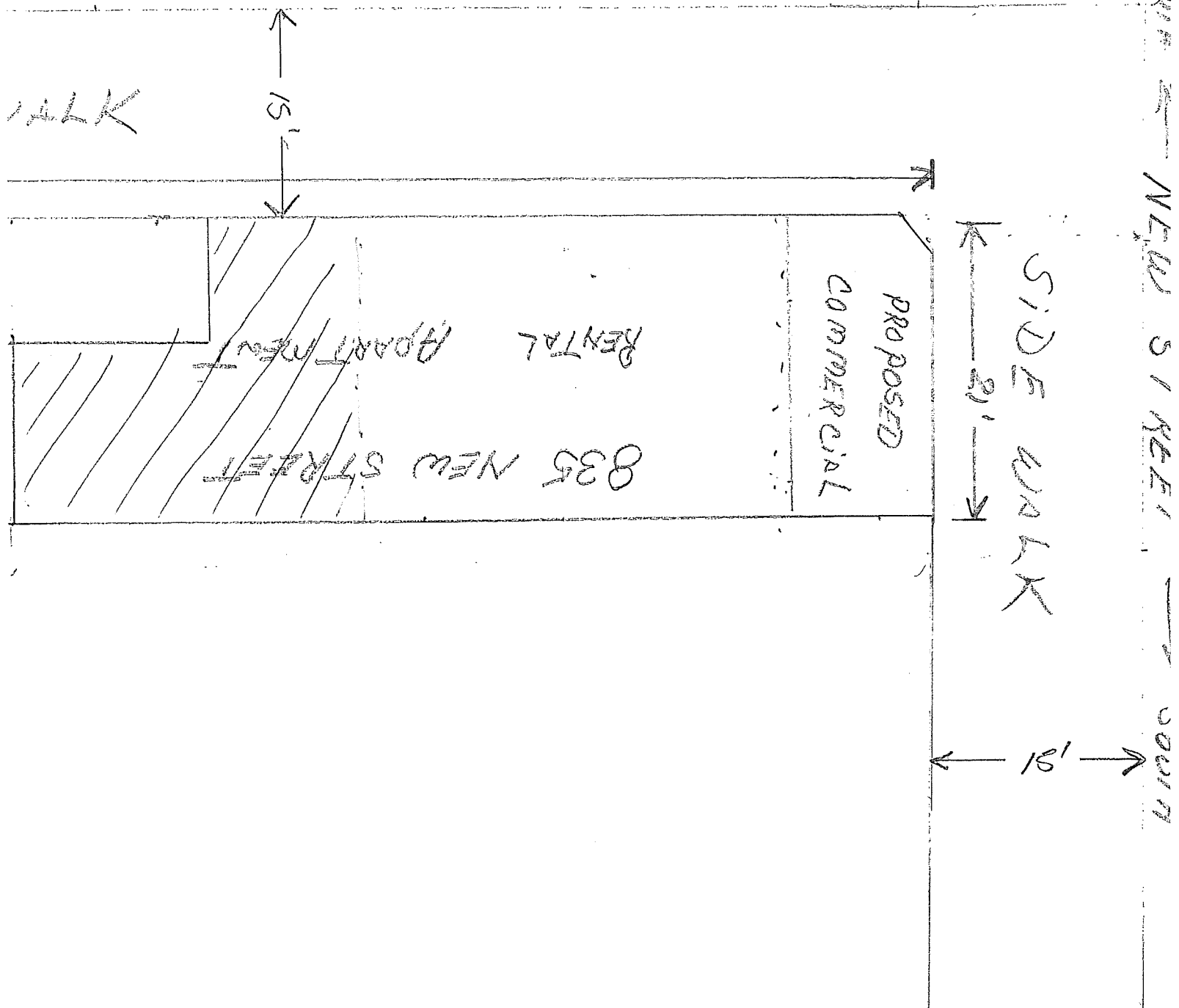


EPP STREET



EAST

NEW 51 STREET DOWN



WALK

15'

SIDE WALK  
21'

18'

PROPOSED  
COMMERCIAL

APARTMENT RENTAL

835 NEW STREET



**B & C SOLUTIONS PLUS LLC**

**PO BOX 1764**

**BETHLEHEM PA 18016**

This Lease agreement is made on this 7 day of 4 (Month), 2021 (Year) by and between  
JOHN S. LUSTIG (hereinafter "Landlord")

**AND**

Jessica Zorynia and Madeline Scarinia (hereinafter "Tenant").

In consideration for the shared promises and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following stated grounds:

5W GOEPP STREET, 1ST FLOOR, BETHLEHEM PA 18018 PPL METER# 300702393

2. The tenure of the Lease shall be for 12 mo. beginning June 1 '21 and ending June 1 '22

3. The Tenant shall pay to Landlord as rent per monthly installments of \$ 600 payable on or before the 1<sup>st</sup> day of each and every month. A security deposit of 600 1800, to be returned after Tenant vacates the property in good order.  
(FIRST, LAST, SECURITY)

4. This Lease is subject to all present or prospect mortgages affecting the property.

5. Tenant shall use and inhabit the building only as a VEGAN ice cream (Tenant Rental Status) subject at all times to the approval of the Landlord.  
SHOP

6. The Tenant shall not make any amendments, additions or improvements to the building without the prior written permission of the Landlord.

7. The property-owner, at his own cost, shall equip the following utilities or facilities for the benefit of the occupant:  
water, trash, gas → by landlord

8. The leaseholder, at his own cost, shall provide the following:

9. The leaseholder shall purchase at his own cost public liability insurance, as well as fire and exposure insurance ifor the property and shall provide satisfactory proof thereof to the property-owner and shall continue same in force and effect throughout the Lease period hereof.

10. The leaseholder shall not let or commit waste to the property.

11. The leaseholder shall meet the terms, policies, order codes and laws of all governmental establishments having authority over the property.

12. The Tenant shall not allow or engage in any activity that will affect an increase in the rate of insurance for the Building in which the property is not contained nor shall the leaseholder allow or commit any annoyance thereon.

the lessee shall not sublet or allocate the neither property nor consent to any other person or business to use or occupy the property without the earlier written approval of the Landlord, which permission may not be unduly withdrawn.

14. At the end of the period of this Lease, the lessee shall give in and deliver up the property in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, realistic wear and tear expelled.

15. Upon evasion in any term or condition of this Lease, the owner shall have the right to embark on any or all other remedies allowable by Law.

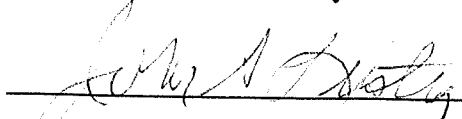
16. This Lease shall be binding upon, and inure to the benefit of, the parties, their beneficiaries, successors, and assigns.

Signed on 7 day of APRIL (Month) 2021 (Year)



Print Madeline Scamizzi Tenant

Jessica Botymia



JOHN S. LUSTIG **Landlord**

MONTHLY CHECKS MADE PAYABLE TO:

B & C SOLUTIONS PLUS, LLC

MAIL TO:

P.O. BOX 1764

BETHLEHEM PA 18016