



City of Green Board of Zoning Appeals

1755 Town Park Blvd * P.O. Box 278 * Green, OH 44232-0278

Telephone: 330-896-6605 Fax: 330-899-0469 Email: zoning@cityofgreen.org

APPEAL / VARIANCE REQUEST APPLICATION

Applications for an Appeal or Variance request must include one copy of each:

- 1) Completed Appeal/Variance Request Application identifying your specific request;
- 2) Fee in the amount of \$300.00;
- 3) Completed Zoning Permit Application for the proposed project, as applicable;
- 4) Optional: Supporting documentation, photos, and/or narrative statements substantiating the request;
- 5) One 11 x 17 scalable site plan showing all dimensions & setbacks, as applicable

Application Date: 6/16/26

Applicant Name: Pamela and Cory Harbin

Telephone: 330-704-0639

Applicant Mailing: 2424 Lyndon Dr, Green Ohio 44685

Subject Property Address: *(if different)*

Subject Property Parcel No.:

2804532

Property Owner: *(if not applicant)*

Telephone:

Property Owner Mailing:

THE SPECIFIC VARIANCE OR APPEAL REQUEST MUST BE STATED BELOW.

Additional supporting documents and pages of photos may accompany your request, but the request with specific information must be stated on this form; failure to include the request statement may render your application incomplete, which may also delay scheduling of your hearing.

We are planning to remove our current 6ft high fence and extend the fence into both side yards, connecting to our neighbor's fence in the back and side. We will then crossing over onto our property line and connect at our current shed (sides closest to our house). We are proposing to construct a 6ft high fence on the side yard closest to the street (Lyndon and Pine Lake Trail). Therefore, we are requesting a 6 ft high side yard fence variance to permit construction. Since our house sits on a corner lot, we do not have a "back yard" and are requesting a variance to the 3ft high code. There should not be any line of site issues as the fence will sit more than 50 feet away from the road and connect to the side of our existing shed, closest to the house.

Pam Harbin

6/16/26

Applicant Signature

Date

- Adjacent property owners and the applicant will be notified by US mail 10 days prior to the hearing.
- Supporting documentation and/or photos of the subject property/project may be brought to the hearing.
- Hearings are held at the: Central Administration Building, 1755 Town Park Blvd (located off Massillon Rd, north of Steece Rd)
- Doors open at 5:30 p.m. Hearings are scheduled consecutively in the order received, starting promptly at 6:00 p.m.

Non-refundable Fee: \$300.00

Check No:

Visa

MC

Conf. No.:

330446

Hearing Date: 7/16/2026

Hearing Time: 6:00pm

BZA26-

0017

Received By:

RW/TF

CERTIFICATE OF USE & COMPLIANCE APPLICATION

A Certificate of Use & Compliance must be obtained prior to initiating the subject activity. Complete this form for a Home Occupation, a Fence or Wall, Roadside Stand, or for Chicken Hens. Submit completed applications & site plans to Green Zoning in person, by mail, or email; we will contact the applicant when the Certificate has been processed and is ready to be picked up; the \$50.00 fee is paid at that time.

HOME OCCUPATION:

GCO Chapter 157.087 has established that a home occupation may be conducted in a dwelling unit under the following standards: only family members residing in the dwelling can be employed, must be conducted within the dwelling and space used for the business cannot occupy more than 35% of the total floor area of the dwelling, cannot generate a significantly greater volume of traffic, no change in the outside appearance of the home, no aspect of the business can be conducted in an accessory building - no outside storage.

Location Address:		ZIP:
Applicant:		Applicant phone:
Business Name:		
☐ Home Occ. Floor area: _____ sf	Total home floor area: _____ sf	35% of total floor area: _____
Specific description of proposed operation, service or product(s) sold:		

ROADSIDE STAND:

GCO Chapter 157.087 has established that Roadside Stands are permitted to be used for the sale of products grown on the property, and must be set back a minimum of 30 ft from the front property line in the front or side yard, maximum size of 100 sq ft.

Applicant:		Applicant phone:	
Location Address:		ZIP:	
☐ Home Occ. Floor area: _____ sf	Total home floor area: _____ sf	35% of total floor area: _____	
☐ Roadside Stand: _____ ft x _____ ft = _____ sf	Setback from street:	Products grown on premises? _____	
Specific description of proposed operation, service or product(s) sold:			

FENCE / WALL - attach site plan indicating fence/wall location

GCO Chapter 157.087 has established regulations for fences & walls. In a front yard, a fence or wall shall not exceed 3 ft in height, except that within 20 ft of the front property line, a fence cannot exceed 2 ft in height; in residential side or rear yards, a fence or wall can be a maximum of 6 ft tall. In B-1, 2, or 3 districts, fencing in side or rear yards can be a maximum of 8 ft tall. In B-4, B-5, or I-1 districts, side or rear yard fencing cannot exceed 10 ft in height. Barbed or razor wire must be approved by the PZC. Fencing with a single, finished side must be installed with the finished side facing out - toward adjacent property, with posts placed on the inside of the fence.

Complete this portion of the form and submit along with a site plan of the property showing where the fencing / wall will be installed.

Property Address: 2424 Lyndon Dr		ZIP: 44685	
Applicant / Contractor: Pam and Cory Harbin - Matt Combs		Phone: 330-704-0639	
Applicant mailing: 2424 Lyndon Dr Green Ohio		ZIP: 44685	
Property Owner: Pam and Cory Harbin		Phone: 330-704-0639	
☒ Fence	☐ Retaining Wall	Height: 6 ft	Material: Wood
Additional Info: We will be attaching to our neighbors fence (have obtained their permission) and then crossing over to our property line.			

CHICKEN HENS:

GCO Chapter 157.086 requires a minimum lot size of 20,000 sq ft for chicken hens; roosters are prohibited. Chickens must be housed in a wholly enclosed, floored structure located in the rear yard with a minimum setback of 20 ft to side & rear property lines, 100 ft to nearest adjacent dwelling, and provide 4 sq ft per chicken. Fenced enclosures must have a 20 ft setback from side & rear property lines and provide 8 sq ft per chicken; hens cannot run at large. Complete this portion of the form and submit it along with a site plan of the property showing where the structure and fencing will be located with set-back dimensions, including fence type and structure design specifications. Note: The City will not issue a Certificate of Use when a deed restriction and/or HOA requirement prohibits the use. The parcel will be subject to annual inspection as part of this use.

Applicant:		Applicant phone:	
Location Address:		ZIP:	
_____ Chicken hens proposed	Parcel size: _____	☐ 20 ft setback for structures	Structure sq ft: _____
		☐ 20 ft setback for fenced enclosures	Fence sq ft: _____
20K sq ft - 1 acre: 6 chickens max, 1 acre - 2 acres: 8 chickens, 2 acres - 5 acres: 4 chickens/acre max.			

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Fencing with a single, finished side must be installed with the finished side facing out - toward adjacent property, with posts placed on the inside of the fence.

Complete this portion of the form and submit along with a site plan of the property showing where the fencing / wall will be installed.

Property Address: 2664 Pine Lake Trail		ZIP: 44685
Applicant / Contractor: Pam and Cory Harbin - Matt Combs		Phone: 330-704-0639
Applicant mailing: 2424 Lyndon Dr Green Ohio		ZIP: 44685
Property Owner: Joshua Morosko and Isabella Summers - Pine Lake Trail ... Pam and Cory Harbin (Lyndon Dr)		Phone: 3307040639
☒ Fence ☐ Retaining Wall	Height: 6 ft	Material: Wood
Additional Info: Cory and Pam at 2424 Lyndon Dr - plan to utilize back/side yard fencing currently on the property at 2664 Pine Lake Trail and will connect to it and then pass onto their property line to extend their fencing.		

CHICKEN HENS:

GCO Chapter 157.086 requires a minimum lot size of 20,000 sq ft for chicken hens; roosters are prohibited. Chickens must be housed in a wholly enclosed, floored structure located in the rear yard with a minimum setback of 20 ft to side & rear property lines, 100 ft to nearest adjacent dwelling, and provide 4 sq ft per chicken. Fenced enclosures must have a 20 ft setback from side & rear property lines and provide 8 sq ft per chicken; hens cannot run at large. Complete this portion of the form and submit it along with a site plan of the property showing where the structure and fencing will be located with set-back dimensions, including fence type and structure design specifications. Note: The City will not issue a Certificate of Use when a deed restriction and/or HOA requirement prohibits the use. The parcel will be subject to annual inspection as part of this use.

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20K sq ft - 1 acre: 6 chickens max, 1 acre - 2 acres: 8 chickens, 2 acres - 5 acres: 4 chickens/acre max.			

FENCE CONNECTION AND MAINTENANCE AGREEMENT

Date: 6/2/26

PARTIES

This Agreement is entered into between:

Property Owner(s) Granting Permission ("Granting Party"):

Name(s): Joshua M. Morosko and Isabella R. Summers

Property Address: 2664 Pine Lake Trail, Uniontown, Ohio 44685

Property Owner(s) Connecting Fence ("Connecting Party"):

Name(s): Pamela & Cory Harbin

Property Address: 2424 Lyndon Dr, Uniontown OH 44685

PURPOSE

The Granting Party hereby grants permission to the Connecting Party to construct and maintain a fence onto a portion of the Granting Party's property in accordance with the terms and conditions herein (the "Connecting Fence"). This Agreement sets forth the responsibilities and obligations of the Connecting Party, and the rights of the Granting Party in connection with the Connecting Fence.

TERMS AND CONDITIONS

1. Connecting Fence

The Parties acknowledge that the Granting Party has an existing fence located approximately 1.5 feet inside the property line between the Granting Party's Property and the Connecting Party's Property, on the Granting Party's side of the boundary. The Connecting Fence will extend from the Granting Party's existing fence, crossing onto the Granting Party's property by approximately 1.5 feet in order to reach the Connecting Party's property line, after which the Connecting Party's fence will continue along its property line, as generally depicted on the attached Exhibit A.

2. Support

The Connecting Fence will have its own support and will not lean on the Granting Party's existing fence.

3. Responsibility for Damage

The Connecting Party assumes full financial responsibility for any damage caused to the Granting Party's existing fence during installation, connection, or any subsequent maintenance work performed by or on behalf of the Connecting Party. The Connecting Party shall repair or replace any damaged sections promptly and at no cost to the Granting Party. This obligation does not apply to damage caused by weather events, natural disasters, or other circumstances beyond the reasonable control of either party.

4. Permitting Costs

The Connecting Party shall be solely responsible for obtaining any required municipal or county permits for the Connecting Fence installation and shall bear all associated costs. The Granting Party is not responsible for any permitting fees, inspections, or compliance requirements arising from this project.

5. Use and Lawn and Grounds Maintenance

The Connecting Party may utilize the area between the Connecting Fence and the property line as part of its enclosed yard. The Connecting Party agrees to maintain the grass and grounds on its side of the Granting Party's existing fence and the Connecting Fence, including any area between the Granting Party's existing fence and the Connecting Party's property line. This includes regular mowing and general upkeep.

6. Permission, Not Property Interest

The placement of the Connecting Fence on the Granting Party's property is a permissive, revocable license only and is not an easement or property right. The Connecting Party shall acquire no ownership, prescriptive rights, or adverse possession rights as a result of this Agreement. This permission is personal to the Connecting Party and does not automatically transfer to future owners without the Granting Party's written consent. Accordingly, this Agreement shall not be recorded.

7. Rights of Granting Party

The Granting Party may, at any time, in its sole discretion, revoke the permission granted herein and require removal or relocation of any portion of the Connecting Fence, provided that the Granting Party gives the Connecting Party at least thirty (30) days prior written notice. The Connecting Party shall complete such removal or relocation within such thirty (30) day period. The Granting Party may, at any time, in its sole discretion, remove, move, replace, and/or modify the Granting Party's existing fence.

8. No Boundary Change

Nothing in this Agreement shall be construed to alter or establish the location of the property line. The existing legal property boundary shall remain controlling regardless of fence location.

SIGNATURE PAGE FOLLOWS

By signing below, both parties acknowledge they have read and agree to the terms of this Agreement.

GRANTING PARTY

Signature: Isabella R. Summers

Date: 6/2/2026

Printed Name: Isabella R. Summers

Signed by:

Signature: Joshua M. Morosko

Date: 6/2/2026 | 2:27:39 PM EDT

Printed Name: Joshua M. Morosko

CONNECTING PARTY

Signature: Pamela Harbin

Date: 6/2/26

Printed Name: Pamela Harbin

Signature: Cory Harbin

Date: 6/2/26

Printed Name: Cory Harbin

EXHIBIT A



The blue line is the Granting Party's Existing Fence. The Area circled in yellow is the Connecting Fence of approximately 1.5 feet. The red line to the right of the Connecting Fence shows the Connecting Party's fence continuing along the property line.

Certificate Of Completion

Envelope Id: E59E40E4-169E-8907-8344-5F89E4142A8F
 Subject: Complete with Docusign: final Fence_Connection_Agreement.pdf
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 4
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Isabella Summers
 isummers@ralaw.com
 IP Address: 172.82.26.147

Record Tracking

Status: Original
 6/2/2026 2:04:21 PM

Holder: Isabella Summers
 isummers@ralaw.com

Location: DocuSign

Signer Events

Joshua M. Morosko
 moroskojoshua@gmail.com
 1-3306046141

Security Level: Email, SMS, Account Authentication
 (None)

Signature

Signed by:

 CAEAF38E44364CD...

Signature Adoption: Drawn on Device
 Signed by link sent to 1-3306046141
 Using IP Address: 71.73.104.145
 Signed using mobile

Timestamp

Sent: 6/2/2026 2:05:17 PM
 Viewed: 6/2/2026 2:27:12 PM
 Signed: 6/2/2026 2:27:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/2/2026 2:27:12 PM
 ID: 957ea9e5-f66c-4994-bb48-c17916fb1a9e

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered
 Signing Complete
 Completed

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

6/2/2026 2:05:17 PM
 6/2/2026 2:27:12 PM
 6/2/2026 2:27:39 PM
 6/2/2026 2:27:39 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure