



260 Lewis Road
West Grove, PA 19390
(P) 610-869-9620 • (F) 610-869-9194
(E) office@penntownship.us
www.penntownship.us

Penn Township Subdivision & Land Development Submission Guide

This guide will help you with your subdivision or land development submission. This guide was created by referencing the *Penn Township Subdivision and Land Development Ordinance (SALDO)*. You should read through the ordinance before your submission. The ordinance can be obtained from the township office or on our website under 'Maps & Zoning'.

1. Fill out the **Penn Township Subdivision & Land Development Application**, along with the subsequent applications and documents.
2. Determine what type of application you are submitting; Residential Subdivision, Non-Residential Subdivision, Land Development, major or minor, preliminary or final. You'll indicate this on the application.
3. Pay all escrow and application fees. Application will not be deemed complete without the appropriate fees submitted. Refer to Section 700 of the Penn Township SALDO and Resolution 2010-03 for escrow and application fees. Applicant is responsible for any and all fees incurred on behalf of the review of their plan.
4. Turn the application and subsequent documents into Penn Township. Hard copies can be submitted via mail or in-person. Electronic copies can be submitted via CD, USB or email.

***While hard copies of all documents are still requested, Chester County and many other review agencies are now requiring (as of January 2021) that all document submissions be made electronically.*

5. Refer to the Penn Township SALDO and determine if there are any other applications, documents and/or information you are responsible for distributing.

This guide is intended to help you get your submission started, but you are responsible for reviewing the Penn Township SALDO book ahead of time to ensure you are submitting the proper documents.

Penn Township SALDO At-A-Glance

MAJOR VS MINOR – Check section 200.2.A of the Penn Township SALDO to determine how to classify your application.

Major Application Process: All subdivisions and land developments classified as major should apply for and secure approval for the following:

- 1. Sketch Plan (optional)**
- 2. Preliminary Plan**
- 3. Final Plan**

Major Subdivision/Land Development Fees: Refer to Section 700 of the Penn Township SALDO and Resolution 2010-03 for escrow fees and application fees. Applicant is responsible for any fees incurred on behalf of the review of their plan.

Minor Application Process: All subdivisions and land developments classified as minor should apply for and secure approval for the following:

- 1. Sketch Plan (optional)**
- 2. Final Plan**

Minor Subdivision/Land Development Fees: Escrow fee: \$1,000 payable to Penn Township. Application fee: \$200 plus \$50 per unit, payable to Penn Township. Applicant is responsible for any fees incurred on behalf of the review of their plan.

Sketch Plan – While optional, the Township suggests submitting a Sketch Plan for both major and minor subdivisions/land developments to help facilitate the review of the Final Plan and Preliminary Plan. This is an unofficial discussion between the applicant and the Penn Township Planning Commission. **Guidelines for Sketch Plan can be found in Section 300 of the Penn Township SALDO.**

Sketch Plan Submission: Please submit five (5) hard copies of the Sketch Plan, an electronic copy of the Sketch Plan via email or USB drive and fees. Escrow fee: \$500 payable to Penn Township. Application fee: \$25 per unit, payable to Penn Township. Applicant is responsible for any fees incurred on behalf of the review of their plan.

Preliminary Plan – Submission and review details can be found in Section 203 and plan requirements can be found in Section 301 of the Penn Township SALDO.

Preliminary Plan Fees: Refer to Section 700 of the Penn Township SALDO and Resolution 2010-03 for escrow fees and application fees. Applicant is responsible for any fees incurred on behalf of the review of their plan.

Final Plan – Submission and review details can be found in Section 204 and plan requirements can be found in Section 302 of the Penn Township SALDO.

Final Plan Fees: Refer to Section 700 of the Penn Township SALDO and Resolution 2010-03 for escrow fees and application fees. Applicant is responsible for any fees incurred on behalf of the review of their plan.

Questions & application submissions can be directed to the Penn Township Secretary:

Caitlin A. Ianni
cianni@penntownship.us
610-869-9620
260 Lewis Road, West Grove, PA 19390



260 Lewis Road
West Grove, PA 19390
(P) 610-869-9620 (F) 610-869-9194
office@penntownship.us

Subdivision & Land Ordinance Submission Packet Contents

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28. Ordinance 2003-01 – Fire Hydrant Installation & Maintenance
29. Ordinance 2000-09 – Standards for Park, Open Space & Recreation Areas
30. Ordinance 2000-08 – Amendments to SALDO Sections 403, 406, 417 & 501
31. Ordinance 2000-07 – Grading, Erosion & Sedimentation Control
32. Resolution 2007-05 – Sewage Capacity
33. Ordinance 2003-03 – Deck & Exterior Structure Requirements
34. Resolution 2008-14 – Record Drawing Requirements
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Updated 1/2021

**Penn Township
Subdivision & Land Development Application**

Recorded Owner(s) of Property

Name

Owners Address

State

Zip Code

Property Location (Street Address)

Tax Parcel Number

Zoning District

Applicant Information

Name

Address

State

Zip Code

Email

Phone

Relationship to Owner/Equitable Owner/Tenant

Signature of Applicant

Date

Type of Application:

☐ Residential Subdivision ☐ Preliminary

☐ Non-Residential Subdivision ☐ Final

☐ Non-Residential Land Development

☐ Minor Residential Subdivision

☐ Minor Non-Residential Subdivision

☐ Other _____

☐ Check if proposal is for phased development

Note number of proposed phase's _____

Total # of lots, units and/or square footage proposed

Lots _____

Units _____

Square Footage _____

Applicant's Engineer/ Architect/Surveyor

Name

Address

State

Zip Code

Email

Phone

Signature of Owner(s)

Date

Signature grants applicant as primary contact

Applicant: _____

Fee Agreement

The Applicant and Owner(s) hereby agree and acknowledge that they will be responsible for the payment of any fees incurred when plans are reviewed by the Penn Township Secretary, Township Solicitor, Township Engineer, Township Planner, Township Soil Consultant or any other Township designated consultant and/or professional, for any work or services rendered in connection with this application, at such rates as are set forth from time to time by Resolution of the Board of Supervisors, as provided by the Pennsylvania Municipalities Planning Code and the Penn Township Subdivision and Land Development Ordinance. Penn Township will bill the Applicant and/or Owner(s) any fee that surpasses their escrow amount. All parties listed on this application, Applicant and Owner(s), shall be required to execute this agreement.

_____ Signature of Applicant	_____ Date	_____ Signature of Owner(s)	_____ Date
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...

Access License Agreement

The Applicant and Owner(s) hereby grant to Penn Township a license and right to access the property listed on this application for purposes of permitting physical inspection by the Township Engineer, Board of Supervisors, Planning Commission and/or any other Township approved consultant and/or professional in accordance with Sections 501.1 and 501.3.A of the Penn Township Subdivision and Land Development Ordinance, for the general purpose of inspection during the course of this review of the application and plans submitted for subdivision and land development; including minor subdivisions. The Access License Agreement shall remain in force from the date of submission to the date of final disposition of the application, and the Applicant and Owner(s) agree that the Township may record a copy of this Agreement, as it deems necessary.

_____ Signature of Applicant	_____ Date	_____ Signature of Owner(s)	_____ Date
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...

**Extension of Time for Approval of Plat Under Section 508 of the Pennsylvania Municipalities
Planning Code and Penn Township Subdivision and Land Development Ordinance**

The Applicant and Owner(s) hereby grant to Penn Township an extension of time within which to take action to approve or deny the application, as required by Section 508 of the Pennsylvania Municipalities Planning Code and the Penn Township Subdivision and Land Development Ordinance. This extension of time shall extend the time for action on the application to the date listed on page 4 of this application, and may be extended to a later date by subsequent agreement of the Applicant and Owner(s).

_____ Signature of Applicant	_____ Date	_____ Signature of Owner(s)	_____ Date
---------------------------------	---------------	--------------------------------	---------------

Applicant: _____

Notice of Effect of Receipt of Application and Acceptance of Fee

The Applicant and Owner(s) are hereby notified that the receipt of this application and the acceptance of the fees submitted by the Applicant to the Township shall not be construed as acceptance of the application. This application is subject to the review and approval of Penn Township as to the completeness and adequacy of fees submitted. In the event that the submitted application is deemed incomplete, the Township will promptly return the application to the Applicant or Owner(s), along with any fees submitted, with an explanation as to the deficiencies of the application. Failure to execute the Fee Agreement and/or Access License Agreement shall be sufficient grounds for the rejection of the application. By their signature below, the Applicant and Owner(s) acknowledge that they have reviewed and understand the terms of this notice.

Signature of Applicant _____ Date _____

Signature of Owner(s) **Date**

Applicant: _____

This page is for Penn Township purposes only.

Date the application was submitted

Date application was sent to CCPC

Received by

Date application was sent to Township Engineer

Fees submitted: _____

Township Escrow

Date application was sent to Township Zoning Officer

Township Application Fee

Date application was sent to DEP

CCPC Review Fee

Other

Other

Date of review for completeness

Reviewed by

☐ Acceptance Date: _____

☐ Rejected as incomplete

Date of rejection:

**Date of next Planning
Commission Meeting:** _____

Reason for rejection:

Date of plan distribution: _____

Review Letters Received
By whom and date received

Recommendation of Penn Township Planning Commission

Date of Decision:

____ Approval ____ Approval with Conditions (attached)

____ Disapproval (reasons attached)

Tally of votes: ____ Approval ____ Disapproval ____ Abstentions

Decision of Penn Township Board of Supervisors

Date of Decision:

____ Approval ____ Approval with Conditions (attached) ____ Disapproval (reasons attached)

Tally of votes: ____ Approval ____ Disapproval ____ Abstentions

Applicant: _____

**Penn Township
Preliminary/Final Plan Check List**

The Applicant's Engineer and/or Surveyor must complete this form as part of the Preliminary and/or Final Plan Submission along with twelve (12) copies of the plan and a copy of all documents submitted (applications, plans, etc.) electronically at the time of submittal. This form is a guide to the requirements of the Subdivision and Land Development Section 301 and is not intended to supersede or remove any required sections of said ordinance.

General Information:

- | | | |
|---|-----------------------------|--------------------------------------|
| 1. Proposed subdivision name and title | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 2. Municipality name attached | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 3. North point, date and graphic scale | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 4. Name and address of recorded owner,
source title of land as recorded by the
Chester County Recorder of Deeds | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 5. Name and seal of registered land surveyor | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 6. Tax parcel number and tract area | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 7. All applicable zoning information included
providing required and submitted density,
setbacks, etc. | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 8. Current owners of abutting properties | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 9. Location of existing monuments | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 10. Existing cart way, right of ways, easements
including any names and SR/SL designations | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 11. Location map with site clearly outlined
(scale 1" = 200') | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 12. List of all applicable utilities and their
Telephone numbers | <input type="radio"/> Shown | <input type="radio"/> Does not apply |

Applicant: _____

Zoning Information:

- | | | |
|--|-----------------------------|--------------------------------------|
| 1. All zoning boundaries within 300' noted on plan | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 2. Maximum density stated if applicable | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 3. Lot size and yard requirements | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 4. Open space and impervious surface requirements stated | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 5. Any variance or special exceptions noted on plans | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 6. Density requested | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 7. Open space and impervious surface ratios provided | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 8. Dwelling units mix | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 9. Size of units (# of bdrm mix) | <input type="radio"/> Shown | <input type="radio"/> Does not apply |

Drafting Standards:

- | | | |
|--|-----------------------------|--------------------------------------|
| 1. Property boundaries shown of entire tract being subdivided – including feet/meters and decimals | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 2. Scale of 1" = 50 feet | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 3. All bearings: degrees, minutes, seconds | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 4. All sheets same size and numbered | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 5. Sheet size Minimum: 17" by 22"
Maximum: 34" by 44" | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 6. If more than two sheets, key plan | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 7. Notations of any revisions | <input type="radio"/> Shown | <input type="radio"/> Does not apply |

Applicant: _____

Site Analysis:

- | | | |
|--|-----------------------------|--------------------------------------|
| 1. All existing buildings, sewers, water mains, culverts, utilities, fire hydrants and other man-made objects identified | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 2. All existing streets on or adjacent to the property located, including R.O.W. width, cart way width and name | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 3. All existing property lines, easements, R.O.W.'s and the purpose of the R.O.W.'s and easements | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 4. Notes regarding ownership, maintenance responsibility and use restrictions | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 5. Contours at vert. Int. of 2 feet | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 6. Datum to which contour elevation ref. | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 7. All existing watercourses, swales, lakes, ponds, tree masses or other natural features | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 8. Slope area indicated (15 to 25%) and/or over 25% | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 9. Vegetation map showing all pert. data | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 10. Soil type and names plotted from the Chester County Soil Survey | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 11. Delineation of freshwater wetlands, if no wetlands, a statement indicating such | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 12. Flood plain areas in accordance with the Penn Township flood study as composed by FEMA | <input type="radio"/> Shown | <input type="radio"/> Does not apply |

Applicant: _____

Proposed Layout:

- | | | |
|---|-----------------------------|--------------------------------------|
| 1. If phased development, all phases indicated by sections | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 2. If preliminary plan and only partial development of tract, sketch plan submitted for remainder of ground | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 3. Proposed lot layout including lot areas, setbacks, for front, rear & side, building envelope | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 4. Location, width and suggested names of streets, alleys, easements and R.O.W.'s | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 5. Arrangements and use of all buildings, parking areas; elevations are encouraged | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 6. Right of ways and/or easements for all drainage, utilities or other purpose | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 7. Sidewalks and pedestrian paths | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 8. Street lights if proposed | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 9. Monument locations | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 10. Proposed water line including fire hydrants | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 11. Sanitary sewer lines along with planning modules for chapter 71 requirements of PA Sewage Act | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 12. Driveway locations | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 13. Landscape plan | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 14. Street plan including horizontal & profile sheets | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 15. Storm & Sanitary sewer plans including horizontal and profile sheets | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 16. Typical street cross sections | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 17. Preliminary design of any bridge, culvert or other water crossing device | <input type="radio"/> Shown | <input type="radio"/> Does not apply |

Applicant: _____

Additional Documents:

- | | | |
|---|-----------------------------|--------------------------------------|
| 1. Waiver requests | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 2. Sewer and water planning module | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 3. Hydrogeology study | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 4. Stormwater management plan | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 5. Erosion and sedimentation plan | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 6. Traffic impact study | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 7. Letter from utilities indicating availability of public water and or sewer | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 8. Schedule of all proposed sections for development (phases) | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 9. General proposal for the ownership of Open space/private uses | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 10. HOA/Community Association Document | <input type="radio"/> Shown | <input type="radio"/> Does not apply |
| 11. Penn Township Park Open Space & Recreation | <input type="radio"/> Shown | <input type="radio"/> Does not apply |

Appendix I
Certification of Ownership, Acknowledgment of Plan and
Offer of Dedication

The following certification, in the wording shown, must be labeled and completed on the Final Subdivision or Land Development Plan:

Commonwealth of Pennsylvania
County of Chester

On this, the _____ day of _____, 20_____, before me, the undersigned officer personally appeared _____, who being duly sworn according to law, deposes and says that she/he is the _____ of the property shown on this plan, that the subdivision plan thereof was made at his/her direction, that he/she acknowledges the same to be his/her act and plan and desires the same to be recorded as such according to law, and that all streets and open space contained in lots number _____, Shown and not heretofore dedicated are hereby dedicated to the public use _____.

Signature of secretary of corporation

Signature of individual, partners or
president of corporation
(corporate seal, if applicable)

Notary

My commission expires:

_____, 20_____

Appendix II

Certification of Accuracy

The following certification, in the wording shown, must be labeled and completed on the Final Subdivision or Land Development Plan:

I hereby certify that the plan shown and described hereon is true and correct to the accuracy required by the Penn Township Subdivision and Land Development Ordinance.

Certified this _____ day of _____ in the year _____

Engineer or Surveyor of Final Plan

Appendix III
Certification of Municipal Approval

The approval of the Final Plan by each municipality in which the subdivision or land development is located must be indicated on the Recorded Plan, in substantially the following form:

At a meeting held on _____, _____, the Board of Supervisors of Penn Township, by _____ duly enacted, approved the subdivision plan for the property of _____, as shown hereon.

Chairman

Secretary

Vice Chairman

Supervisor

Supervisor

Supervisor

FORM I
APPLICATION FOR SKETCH PLAN REVIEW

An application is hereby made for review of Sketch Subdivision or Land Development Plan submitted herewith and more particularly described:

1. Name of Applicant(s): _____
Address: _____
Phone Number: _____
Parcel Number: _____

2. Name of Owner(s): _____
(If other than applicant): _____

3. Applicant's interest, if other than owner: _____

4. Location of Subdivision/Land Development: _____

5. Engineer or Surveyor responsible for plan: _____
Address: _____ Phone Number: _____

6. Total Acreage: _____ Number of Lots: _____

7. Acreage being subdivided: _____ Minimum lot area: _____

8. Lot use proposed:
☐ Single Family ☐ Two Family ☐ Townhouse
☐ Multi-Family ☐ Commercial ☐ Industrial
☐ Other (specify) _____

1. Zoning Classification: _____

2. Type of water supply proposed:
☐ Public System ☐ Community System ☐ Individual On-Site

11. Type of sanitary sewage disposal proposed:
☐ Public System ☐ Live ☐ Capped ☐ Community System ☐ Individual On-Site

12. Type of off-street parking proposed:
☐ Garages ☐ Driveways ☐ Other _____

13. List of proposed improvements:
1. _____
2. _____
3. _____

Date of Plan: _____, 20____

Signature of Applicant(s) _____

FORM 2
APPLICATION FOR REVIEW OF PRELIMINARY PLAN

An application is hereby made for review of the Preliminary Subdivision or Land Development Plan submitted herewith and more particularly described below:

1. Name of Subdivision: _____
Plan Dated: _____
County Deed Book No.: _____ Page Number: _____
2. Name of Applicant(s): _____
Address: _____
Phone Number: _____
3. Name of Property Owner(s): _____
(If other than Applicant)
Address: _____
4. Applicant's interest, if other than owner: _____
5. Engineer or Surveyor responsible for plan: _____
6. Total Acreage: _____ Number of Lots: _____
7. Acreage of adjoining land in same ownership (if any): _____
8. Lot use proposed:

<input type="checkbox"/> Single Family	<input type="checkbox"/> Two Family	<input type="checkbox"/> Commercial
<input type="checkbox"/> Industrial	<input type="checkbox"/> Townhouse	
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Other (specify) _____	
9. Will construction of building be undertaken immediately? ☐ Yes ☐ No
If yes, by whom? ☐ Subdivider ☐ Other Developer ☐ Purchasers of individual lots
10. Type of water supply proposed:
☐ Public System ☐ Community System ☐ Individual on-Site
11. Type of sanitary sewage disposal proposed:
☐ Public system ☐ Live ☐ Capped ☐ Community System ☐ Individual On-Site
12. Type of off-street parking proposed:
☐ Garages ☐ Driveways ☐ Other
13. Lineal feet of new streets planned: _____

Form 2 - Page 2

14. Are all streets proposed for dedication? ☐ Yes ☐ No

15. Deed restrictions that apply or are contemplated. (if no restrictions, state "none", if "yes" attach a copy of restrictions): ☐ None ☐ Yes _____

16. Acreage proposed for parks or other public use: _____

17. Zoning Classification: _____
Zoning Changes to be requested: _____

18. Have the appropriate public utilities been consulted? ☐ Yes ☐ No

19. List proposed improvements and utilities and intentions to install or post performance guarantee proper to final endorsement by the Township.

	<u>Improvement</u>	<u>Intention</u>
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

20. List of maps and other material accompanying application and number of each:

	<u>Item</u>	<u>Number</u>
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

Signature of Applicant(s): _____

Date: _____, 20____

FORM 3
APPLICATION FOR REVIEW OF FINAL PLAN

An application is hereby made for final approval of the Final Subdivision and Land Development Plan submitted herewith and described in the accompanying maps and documents:

1. Name of Subdivision _____
Plan Dated: _____ County Deed Book No.: _____
Page No.: _____ Parcel Number: _____

2. Name of Applicant(s): _____
Address: _____
Phone Number: _____

3. Name of Property Owner(s): _____
(If other than applicant):
Address: _____

4. Dater of approval of Preliminary Plan: _____

5. Final Plan follows exactly the approved Preliminary Plan: ☐ Yes ☐ No

If "no" list changes: _____

6. List of Maps and other documents accompanying the application and the number of each.

<u>Item</u>	<u>Number</u>
a.	
b.	
c.	
d.	
e.	
f.	

7. Total amount of square footage of floor space _____

Date: _____ Signature of Applicant: _____

SUBDIVISION IMPROVEMENTS AGREEMENT

In consideration of the mutual covenants contained herein, it is hereby agreed between the Board of supervisors of Penn Township, Chester County, Pennsylvania, and _____, the subdivider of the property shown on the plan of _____, dated _____, 20____ that in accordance with Township requirements and specifications, the responsibility for the provision of the improvements shown on the plan will be as follows:

IMPROVEMENT:	TO BE APPROVED BY:		
	<u>Cost</u>	<u>Subdivider</u>	<u>Township</u> <u>Other (specify)</u>
Street Grading	_____	_____	_____
Street Base	_____	_____	_____
Street Paving	_____	_____	_____
Curbs	_____	_____	_____
Sidewalks	_____	_____	_____
Storm Sewer Facilities	_____	_____	_____
Sanitary Sewers;	_____	_____	_____
Trunk Lines	_____	_____	_____
Main	_____	_____	_____
House Connection	_____	_____	_____
On-Site Sewage Facilities	_____	_____	_____
Water Mains	_____	_____	_____
On-Site Water Supply	_____	_____	_____
Fire Hydrants	_____	_____	_____
Street Monuments	_____	_____	_____
Street Name Signs	_____	_____	_____
Street Lights	_____	_____	_____
Erosion and Sediment Controls	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FORM 4 – PAGE 2

The applicant agrees to furnish to the Township as-built drawings of all improvements listed in the Subdivision Improvements Agreement, which are to be provided by the applicant.

The applicant shall pay the cost of Township inspection of all improvements. An estimated cost for such inspection shall be included within the Improvements Guarantee. The supervision of all installations shall be the responsibility of the _____.

This agreement shall be subject to such modifications as may be mutually agreed upon by the applicant and the Township.

Witness

Applicant Signature

Witness

Applicant Signature

Approved by resolution of the Board of Supervisors of Penn Township at the meeting held on

_____, 20, _____

Chairman

Vice-Chairman

Supervisor

Supervisor

Supervisor



260 Lewis Road
West Grove, PA 19390
(o) 610-869-9620 • (f) 610-869-9194
office@penntownship.us

CERTIFICATE FOR ZONING USE

Date: _____

Name: _____

Address: _____

CERTIFICATE FOR USE PER ARTICLE XX, SECTION 2000

Zoning District: _____

Parcel #: _____

Proposed Use: _____

Additional Use:

Applicant Signature: _____

Penn Township Zoning Officer: _____

PENN TOWNSHIP

260 Lewis Road
West Grove, PA 19390

Grading Permit No. _____

Date: _____

Application for Permit Under Ordinance, 2000-7

GRADING, EROSION & SEDIMENTATION CONTROL

APPLICANT: _____

ADDRESS: _____ PHONE: _____

Location and/or Description of Property:

Other Properties: Does work back up or discharge water on, or affect any other property
in any way? Yes _____ No _____

If so, list and describe other properties affected and to what extent.

THREE SETS OF PLAN REQUIRED:

Title: _____

Date: _____

Registered Engineer: _____

Description of work to be performed and method of operation:

Method of maintaining and protecting existing facilities:

Anticipated date to begin work: _____

Anticipated date to complete work: _____

Applicant's Signature: _____ Date: _____

Approved _____ Date: _____

TOWNSHIP PENN _____ CO. CHESTER _____ DATE _____ 20 _____

260 LEWIS RD WEST GROVE PA 19390 _____ Issuing Permit Fee \$ _____

USE MAILING ADDRESS OF TOWNSHIP _____ Township inspection Fee \$ _____

_____ Total _____

Route No., Road or Street Name (Where work is to be done)

Application is hereby made by _____
NAME OF APPLICANT
of _____, Pennsylvania for permission to _____
(POST OFFICE ADDRESS)

(DESCRIPTION AND PURPOSE OF WORK)

CASE #

W.O.#

Under and subject to all the conditions, restrictions, and regulations prescribed by the Township on the reverse hereof and on the general provisions and specifications, a true copy whereof is attached and made a part hereof, with the same force and effect as if written or printed herein and under and subject to the special conditions, restrictions, and regulations hereinafter set forth.

Date Applicable To This Application_____

General. Approximate date when work will be started: _____ Approximate date when work will be completed: _____
The road surface is improved to a width of _____ feet. Distance from center of line to roadway to gutter or ditch: _____ feet.
Distance from center line of road to Right-of-Way line: _____ feet.

Poles and Tower. Number of poles to be erected: _____. Nearest distance from center of road to structure: _____ feet. Distance of proposed work along the road: _____ feet.

Pipe Lines and Conduits: The improved surface of the road (will) (will not) be opened. Approximate area of openings in improved _____ sq. yds. Approximate area of openings on unimproved part: _____ sq. yds. Length of trench along the road: _____ feet. Depth of trench below surface: _____ inches.

TO BE COMPLETED BY TOWNSHIP

Schedule Item NO.						
Unit Fee						
Number of Units						
Total Fee						

The applicant is (an individual) (a partnership) (a corporation incorporated under the law of _____)

(Corporate Seal)

(NAME OF APPLICANT)

BY _____
(EXECUTIVE OFFICER OR AUTHORIZED REPRESENTATIVE)

GENERAL INSTRUCTIONS

Any work performed within the right-of-way of a township road, requires submission of three (3) copies of this form along with three (3) copies of a sketch showing location and details of proposed work.

Any work performed on a township road over, under, or within, the limits of a limited access state highway, requires a state permit.

The prescribed permit fee shall accompany the application and sketch. Schedules of fees are furnished on request.

THE FEE SHALL BE PAID BY CHECKS OR MONEY ORDERS, AND SHALL BE MADE PAYABLE TO THE TOWNSHIP AFFECTED.

Penn Township

In addition to the permit fees we required a \$500 escrow fee for ALL road occupancy permits.

SCHEDULE OF FEES FOR HIGHWAY OCCUPANCY PERMITS

PERMIT ISSUANCE FEES

These fees are applied to the administrative costs incurred in reviewing the application and plan(s) and issuing and processing the permit, including the preliminary review of the site location identified in the application, whether or not a permit is issued and processed.

Schedule Item No.	Unit Fee
1) Application Fee	
a) Utility	\$50.00
b) Driveways	
(i) minimum use (e.g., single-family dwellings, apartments with five or fewer units)	5.00
(ii) low volume (e.g., office buildings, car washes)	30.00
(iii) medium volume (e.g., motels, fast food restaurants, service stations, small shopping plazas)	40.00
(iv) high volume (e.g., large shopping centers, multi-building apartment or office complexes)	50.00
c) Other (e.g., bank removal, sidewalk and curb)	20.00
2) Supplement Fee (each six-month time extension) (each submitted change)	10.00
3) Emergency Permit Card (each card)	5.00
4) Exemption (see below for list of exemptions)	

GENERAL PERMIT INSPECTION FEES

These fees are applied to the costs incurred in the preliminary review of the location covered by the permit, and/or spot inspection of the permitted work, and/or subsequent inspection after the permitted work has been completed to ensure compliance with PennDOT specifications and permit provisions.

5) Driveways	
a) Each minimum use driveway	10.00
b) Each low-volume driveway	20.00
c) Each medium-volume driveway	35.00
d) Each high-volume driveway	50.00
6) Surface Openings (These fees are calculated on the total linear feet of the opening being permitted within different areas of the right-of-way.)	
a) Total linear feet of opening each (100 foot increment or fraction thereof):	
(i) Opening in pavement	40.00
(ii) Opening in shoulder	20.00
(iii) Opening outside pavement and shoulder	10.00
b) If a longitudinal opening simultaneously occupies two or more highway areas identified in subparagraph (a), only the higher fee will be charged. Linear distances shall be measured to the nearest foot.	
7) Surface Openings of Less Than 36 Square Feet (e.g., service connections performed independently of underground facility installation, pipe line repairs) (each opening)	
(i) Opening in pavement	30.00
(ii) Opening in shoulder	15.00
(iii) Opening outside pavement and shoulder	10.00
If an opening simultaneously occupies two or more highway areas identified in subparagraphs (i)-(iii), only the higher fee will be charged.	
8) Above-Ground Facilities (e.g., poles, guys and/or anchors if installed independently of poles)	
a) Up to 10 physically connected above-ground facilities (each continuous group)	20.00
b) Additional above-ground physically connected facilities (each pole with appurtenances)	2.00
9) Crossings (e.g., "overhead" tipples, conveyors or pedestrian walkways and "undergrade" subways or mines) ...	80.00
10) Seismograph - Vibrosels Method (e.g., prospecting for oil, gas)	
a) First Mile	50.00
b) Each additional mile or fraction thereof	5.00
11) Non-Emergency Test Holes in Pavement or Shoulder (each hole)	5.00
12) Other (e.g., bank removal, sidewalk and curb)	20.00

EXEMPTIONS

Permit issuance fees and general permit inspection fees are not payable by any of the following:

- 1) The commonwealth.
- 2) Political subdivisions of the commonwealth, except when placing a facility longitudinally within more than 100 total linear feet of pavement. In that case, the application and inspection fees for pavement openings will be charged.
- 3) Governmental authorities organized under the laws of the commonwealth.
- 4) The federal government.
- 5) Charitable organizations that are in compliance with Act No. 337, approved August 9, 1963, P.L. 628, as amended (churches, hospitals, schools, charitable institutions, veterans' organizations, non-profit organizations)
- 6) Utility facility owners for:
 - a) The installation of street lights at the request of PennDOT or the political subdivision..
 - b) The replacement or renewal of their facilities prior of a township resurfacing project after notice from the township.
 - c) Facilities moved at the request of PennDOT or the political subdivision.
 - d) The reconstruction or maintenance of their facilities that occupy the right-of-way under private status.

ADDITIONAL INSPECTION FEES

If the township determines that the permitted work is of sufficient magnitude or importance to warrant assignment of one or more persons to inspect the permitted work on a more than spot inspection basis, the permit will so indicate and the permittee shall be charged for additional salary, overhead and expenses incurred by each assigned inspector and the township.

**PENN TOWNSHIP
WORKERS' COMPENSATION INSURANCE
COVERAGE INFORMATION**

I. Applicant Information

Name: _____

Address: _____

- A. Applicant is a contractor within the meaning of the Pennsylvania Workers' Compensation Law.
_____ Yes (Complete Sections II, III, IV, V and VI below as appropriate)
- B. Applicant has hired or intends to hire a contractor within the meaning of the Pennsylvania Workers' Compensation Law.
_____ Yes (Complete Sections II, III, IV, V and VI below)
- C. Applicant is property owner and doing own work.
_____ Yes (Complete Section V below)

II. Contractor's Federal or State Identification Number: _____

III. Insurance Information

If contractor is a qualified self-insurer for Workers' Compensation, attach Certificate of Insurance to this Addendum. If contractor subscribes for Workers' Compensation Insurance:

Name and address of Workers' Compensation Insurer: _____

Policy Number: _____ Policy Expiration Date: _____

ATTACH CERTIFICATE OF INSURANCE TO THIS ADDENDUM (Penn Township must be named as an additional insured on all Certificates of Workers' Compensation and/or all Certificates of Qualified Self-Insurance.)

IV. Exemption

This section to be completed ONLY if Applicant/Contractor is claiming exemption from providing Workers' Compensation Insurance. The undersigned swears or affirms that he/she is not required to provide Workers' Compensation Insurance under the provisions of Pennsylvania Workers' Compensation Law for one of the following reasons, as indicated:

_____ Applicant/Contractor has no employees.

_____ Applicant/Contractor claims religious exemption under the Workers' Compensation Law.

In the event that Penn Township requires verification that a building permittee has filed an affidavit of exemption from Workers Compensation, has hired employees to perform work in connection with the building permit and has not obtained the required Insurance and provided Penn Township with the requisite information, Penn Township shall issue a STOP WORK ORDER. Such Stop Work Order shall remain in effect until proper Workers' Compensation coverage is obtained and proper documentation is received by Penn Township.

V. Applicant's signature below indicates that Applicant understands and accepts the requirements of this form.

Applicant's Signature

VI. Notarization
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

-Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public

My commission expires: _____



Applicant: _____

Penn Township Contractor Information Sheet

This form should be completed and turned in with your subdivision/land development application. The information will be kept for our record.

Engineer

Email: _____
Phone: _____
Address: _____

Architect

Email: _____
Phone: _____
Address: _____

Surveyor

Email: _____
Phone: _____
Address: _____

Developer

Email: _____
Phone: _____
Address: _____

Contractor

Email: _____
Phone: _____
Address: _____

Job Supervisor

Email: _____
Phone: _____

Excavator

Email: _____
Phone: _____

Concrete Contractor

Email: _____
Phone: _____

Masonry Contractor

Email: _____
Phone: _____

Utilities

Email: _____
Phone: _____

HVAC Contractor

Email: _____
Phone: _____

Framing Contractor

Email: _____
Phone: _____

Electrical Contractor

Email: _____
Phone: _____

Electrical Inspector

Email: _____
Phone: _____

Applicant: _____

Structural Steelwork Contractor

Insulation Installers

Drywall Installers

Email: _____

Phone: _____

Email: _____

Phone: _____

Email: _____

Phone: _____

Painting Contractor

Sign Contractor

Landscape Contractor

Email: _____

Phone: _____

Email: _____

Phone: _____

Email: _____

Phone: _____

Please list below or attach the information for any other contractor who will be involved in this project.



260 Lewis Road
West Grove, PA 19390
(o) 610-869-9620 • (f) 610-869-9194
office@penntownship.us

Contractor Registration Application

☐ New Application ☐ Renewal

Owner Information

Business Owner(s): _____ Date of Application: _____

Owner Address: _____

City, State, Zip: _____ Phone Number: _____

Business Information

Type of Business: ☐ Residential Home Improvement ☐ Residential New Construction
☐ Commercial Contractor PA HIC Registration #: _____

Business Name: _____ Phone #: _____

Business Address: _____ Fax #: _____

City, State, Zip: _____ Email: _____

Emergency Contact: _____ Phone #: _____

License/Registrations currently held _____
(provide copies)

State and/or Federal Certifications held _____
(provide copies)

Submit a **Certificate of Insurance** indicating Liability and Worker's Compensation Insurance, naming **Penn Township as the Certificate Holder**. If you are claiming an exemption from the Worker's Compensation requirements, a **signed and notarized** exemption form must be submitted with your application.

DO NOT WRITE BELOW THIS LINE

Registration Issued: __/__/__ Registration #: _____ Fee Paid: _____



Penn Township Development Agreement

In the course of the plan approval process and required inspections of your project the Township may have to retain outside consultants. The cost of these consultants, whether legal and/or engineering, will be billed to you at the actual cost of the service rendered. These bills are payable thirty (30) days from receipt of same. An initial deposit of \$1,000.00 is required to establish an escrow account. Be advised that **no** Certificate of Occupancy, in whole or in part, will be issued and no approvals will be grants, until all outstanding bills are paid.

Project: _____

Address: _____

Email: _____

Phone: _____

Name: _____
(please print)

Signature: _____

Date: _____

Return to: Chester County Planning Commission
601 Westtown Road—Suite 270
P.O. Box 2747
West Chester, PA 19380-0990



Act 247 County Referral

To: Chester County Planning Commission

Subject: Request for review of a subdivision, land development proposal, ordinances, or comprehensive plans pursuant to the Pennsylvania Municipalities Planning Code, Act 247. This application must be completed by the applicant, and submitted by the municipality to the above address, along with one (1) complete set of plans and accompanying documents and the required fee for review (see reverse side)

TO BE COMPLETED BY THE MUNICIPALITY

From: (Municipality) _____

Date: _____

Official's Name: _____

Position: _____

Official's signature: _____

Applications with ORIGINAL signatures must be submitted to CCPC.

TO BE COMPLETED BY THE APPLICANT

Development name (if applicable): _____ Location: _____

Owner's name: _____ Phone #: _____

Owner's address: _____

Applicant's name: _____ Phone #: _____

Applicant's address: _____

Architect/Engineer/Surveyor name: _____ Phone #: _____

TYPE OF REVIEW REQUESTED

(Check all appropriate boxes)

- ☐ Unofficial sketch plan (no fee)
- ☐ Subdivision plan
- ☐ Land development plan
- ☐ Planned residential development
- ☐ Zoning ordinance (no fee)
- ☐ Curative amendment (no fee)
- ☐ Subdivision ordinance (no fee)
- ☐ Comprehensive plan (no fee)
- ☐ Other _____

REVIEW FEE

(Fee schedule on other side)

- ☐ Attached \$ _____
- ☐ Not applicable

TYPE OF PLAN

- ☐ Unofficial sketch
- ☐ Preliminary
- ☐ Final

TYPE OF SUBMISSION

- ☐ New proposal
- ☐ Revision to a prior proposal
- ☐ Phase of a prior proposal
- ☐ Amendment/revision to recorded plan is a new proposal

Tax parcel(s): # _____

Total area (gross acres): _____

PLAN INFORMATION

Length of new roads: _____

Number of new parking spaces: _____

Ownership of roads:
☐ Public ☐ Private

Open space:
☐ Public ☐ Private

Acres: _____ Acres: _____

HOA responsible for common facilities/areas:
☐ Yes ☐ No

HOA documents provided:
☐ Yes ☐ No

Traffic study included:
☐ Yes ☐ No ☐ Not conducted

LAND USE

of lots/units

Agriculture	
Single family	
Townhouses	
Twin units	
Apartments	
Mobile homes	
*Commercial	
*Industrial	
*Institutional	
Other	

ZONING DISTRICT OF PROPOSAL

Existing: _____

Proposed: _____

Variances/
Special exception
granted: _____

PROPOSED UTILITIES

(Check appropriate boxes)

	Water	Sewer
Public	<input type="checkbox"/>	<input type="checkbox"/>
On-site	<input type="checkbox"/>	<input type="checkbox"/>
Package	<input type="checkbox"/>	<input type="checkbox"/>

No new sewage disposal or water supply proposed ☐

ADDITIONAL INFORMATION (This plan has been submitted to):

- ☐ County Health Department Date _____
- ☐ PennDOT Date _____
- ☐ DEP Date _____
- ☐ Other _____ Date _____

***Information to be filled in for Commercial, Industrial or Institutional land use ONLY**

*Total square footage of addition to existing building: _____

*Total structure(s) sq. footage: _____

THE TERM "LOTS"

The term "LOTS" includes conveyance, tracts or parcels of land for the purpose, whether immediate or future, of lease, transfer of ownership or building or development, as well as residue parcels, annexations, or the correction of lot lines.

FEE SCHEDULE

The following fees shall apply to each land subdivision or land development submitted to the Chester County Planning Commission for review in accordance with Article V, Section 502, Pennsylvania Municipalities Planning Code, Act 247, as amended.

If a plan for a non-residential use is to be subdivided and developed, the fee is the total of Category II plus Category III.

CATEGORY I RESIDENTIAL SUBDIVISION OR LAND DEVELOPMENT

These fees apply to residential projects for sale, condominium ownership, or rental; any type of buildings, either as a subdivision or single tract land development; or an agricultural subdivision (except for guidelines in Article I, Section 107, Subdivision, Pennsylvania Municipal Planning Code, Act 247, as amended). This category does not include institutional living facilities.

Number of lots and dwelling units	Base fees	Fees for each lot and/or unit*
1–2 lots/dwelling units	\$150.00	None
3–5 lots/dwelling units	\$150.00	Plus \$25.00/lot/unit
6–20 lots/dwelling units	\$200.00	Plus \$22.00/lot/unit
21–75 lots/dwelling units	\$350.00	Plus \$20.00/lot/unit
Over 75 lots/dwelling units	\$700.00	Plus \$15.00/lot/unit

CATEGORY II NON-RESIDENTIAL SUBDIVISIONS

These fees apply to applications for subdivision and conveyance of land for non-residential uses, not proposed for land development as defined in Section 107 of the Planning Code.

Number of lots or units	Base fees	Fees for each lot and/or unit*
1–2 lots/units	\$250.00	Plus \$50.00/lot/unit
3–10 lots/units	\$500.00	Plus \$50.00/lot/unit
Over 10 lots	\$700.00	Plus \$45.00/lot/unit
Financial subdivisions	\$250.00	Plus \$50.00/lot/unit

CATEGORY III NON-RESIDENTIAL LAND DEVELOPMENT

These fees apply to all projects or sections of mixed projects which are for non-residential use for sale, condominium, lease or rent in any type of building on a single tract of land.

Building square footage (gross)	Base fees	Fees for gross floor area
0 to 5,000 sq. ft.	\$400.00	Plus \$40.00/1,000 sq. ft. of gross floor area
5,001 to 25,000 sq. ft.	\$500.00	Plus \$35.00/1,000 sq. ft. of gross floor area
25,001 to 75,000 sq. ft.	\$800.00	Plus \$35.00/1,000 sq. ft. of gross floor area
Over 75,000 sq. ft.	\$1,200.00	Plus \$25.00/1,000 sq. ft. of gross floor area

CATEGORY IV SECOND REVIEWS

These fees apply to each review conducted after the first review (within a three (3) year period of the initial review) and only if requested by the municipality.

- Flat fee of \$150.00 for residential subdivisions/land developments
- Flat fee of \$200.00 for non-residential subdivisions/land developments

*NOTE:

Fee applies to total number of lots/units after subdivision. Subdivisions include lot line revisions and lot consolidations.

CHECKS OR MONEY ORDERS SHOULD BE PAYABLE TO: County of Chester

(cash will not be accepted) All fees are to be submitted to the Chester County Planning Commission (CCPC) through the appropriate township or borough at the time of application; and in accordance with the administrative guidelines established by CCPC. Upon written request from the municipality, CCPC may waive the fees for plan reviews associated with municipally-owned subdivisions or land developments.

INFORMAL REVIEWS AND ADDITIONAL WORK:

An informal review request to CCPC (such as meetings and discussions prior to the formal development application) shall be free of charge if said written request is from the municipality, or from an applicant with the knowledge and written consent of the municipality. In no case will informal review by CCPC replace the need for a formal review which would include the submission of the required fee listed above pursuant to the Municipalities Planning Code.

TIME LIMITATIONS:

The review time period will begin from the date of receipt by CCPC of the application requesting a review by CCPC. CCPC has thirty (30) days within which to review subdivision and land development applications and submit review comments. The review period may be extended if requested by the applicant or a time extension has been granted by the municipality with the concurrence of the applicant. When the time period has been stopped due to an incomplete application package, incorrect fee submittal or other reasons, the time period will continue from the day in which the application package is complete. CCPC has thirty (30) days within which to review ordinance amendments, and forty-five (45) days within which to review comprehensive plans, official maps, and complete ordinances.

Earth Disturbance Permit Instructions

The burden is upon the applicant to have this permit completed and returned to Penn Township for review and approval.

The applicant should contract the Chester County Conservation District and make arrangements for them to review the plan. The applicant should apply for any permits so noted on their review. The applicant also needs to provide them with a copy of this permit (filled out in full) along with a copy of the plan and E&S plan. The Conservation District will issue a letter that the applicant may pick up or have forwarded to the Township.

At the same time, the applicant needs to contact the Township's engineer for a review. A copy of the plan and E&S plan needs to be supplied to him as well. The Township Engineer will initial the original of the grading permit and return it to the applicant or forward to the Township.

In both of the above cases, the applicant is responsible for all fees associated with this review.

After the earth disturbance permit is issued, a zoning and building permit must be applied for, as necessary.

Penn Township
Earth Disturbance Application
(For 3,500 sq. ft. or more of earth disturbance)

Date: _____

Project Name: _____

Project Location: _____ Zoning District: _____

Tax Parcel Number: _____

Applicant Name: _____

Owner's Name (if different): _____

Address: _____

Email: _____ Phone: _____

Copy of Approved Plan Received: _____

Copy of Erosion & Sedimentation Plan Received: _____

All other applicable permits (Twp/County/State/Federal): _____

Approved by Conservation District: _____ **

Approved by Township Engineer: _____ **

****NOTE** – The applicant is responsible for ALL review fees incurred. (Engineering fees will be billed to the applicant through the Township; the applicant will pay any Conservation District or other applicable fees directly.)

BOND REQUIREMENTS – All applicants for a permit involving an area to be disturbed in excess of one (1) acre shall, before permit is granted, post a bond or cash escrow with Penn Township, the sum of which would be determined by the Township Engineer, with corporate surety to be approved by the Township Solicitor, the conditions of which shall be full and complete compliance with this ordinance and all terms of the permit.

Applicant (or designated agent) Signature: _____

Approved – Zoning Officer: _____ Date: _____

****ATTENTION****
REGARDING PROJECT SUBMISSIONS:

The Chester County Conservation District is accepting, and highly encouraging, **DIGITAL** application submissions. Submission of hard-copy applications to the office will experience delays in processing due to workflow disruptions due to the pandemic.

Please email a link containing the following three items to ccsoil@chesco.org:

- 1) the digital submission,
- 2) a scan of pages 1 and 2 of the Chester County Conservation District Application, and
- 3) a scan of the check(s) for the respective fee(s).

The actual check(s) and the hard copy of pages 1 and 2 of the CCCD District Services Application are to then be mailed via regular U.S. Mail to our address below. Please do not send the check(s) and application via courier (such as FedEx or UPS) as our office is operating at reduced hours. ***PLEASE NOTE: The project will not be processed or reviewed until CCCD receives the fee and the District Application in the mail.***

ONLY the check(s) and District Application are to mailed via regular U.S. Mail to:

Chester County Conservation District
688 Unionville Road, Suite 200
Kennett Square, PA 19348

Thank you for your attention.

Page 1 of the District Application begins on the next page of this document.

688 Unionville Road, Suite 200, Kennett Square, PA 19348-1704
Phone: 610-455-1360 | Fax: 610-455-1361 | chesco.org/conservation

- Pages 1 AND 2 of this Application MUST be submitted with project materials
- Update and submit this form with EACH submission
- Only folded plans will be accepted



Submission Type: <input type="checkbox"/> New <input type="checkbox"/> Additional Information <input type="checkbox"/> 2 nd Review <input type="checkbox"/> 3 rd Review <input type="checkbox"/> Major Amendment <input type="checkbox"/> Minor Amendment <input type="checkbox"/> Renewal <input type="checkbox"/> Other (plan stamping, revision, miscellaneous)	Project Type: <input type="checkbox"/> Residential/Industrial/ Commercial/Institutional <input type="checkbox"/> # of Lots (if Residential) <input type="checkbox"/> <1 acre Single Residential <input type="checkbox"/> Small Agricultural <input type="checkbox"/> Medium Agricultural <input type="checkbox"/> Large Agricultural <input type="checkbox"/> Chapter 105 <input type="checkbox"/> Pond/Stream Work	Acreage: Total Project Acreage: _____ Disturbed Acreage: _____ <input type="checkbox"/> 1 acre & above disturbed: <input type="checkbox"/> General NPDES Permit <input type="checkbox"/> Individual NPDES Permit <input type="checkbox"/> less than 1 acre disturbed: Adequate letters are issued.
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Project Information: NPDES# (if known) _____ NAICS code: _____

Project Name _____
Site Location _____
Municipality _____ Tax Parcel ID _____
Receiving Stream Name _____ Designation (HQ, EV, etc.) _____

_____ Tier II Category (✓ check all that apply) [Note: Does not apply to <1 acre sites.]
_____ 9% of more slopes _____ deficient infiltration of 2-year storm _____ more than 25% total area disturbance
_____ less than 150 foot buffer _____ adjacent property discharge

_____ Other DEP Programs (✓ check all that apply)
_____ Act 2 _____ General Permit (Chapter 105) _____ Joint Permit 401/404 _____ Solid Waste
_____ Other: _____

_____ Emergency Review Application attached (see website for form)
_____ BMP Incentive Application attached (see website for form)

Applicant Info:	
Company _____	Contact/ Name _____
Address, City, State, Zip _____	
Email _____	Phone _____

Plan Designer/Engineer Info:	
Firm _____	Name _____
Address, City, State, Zip _____	
Email _____	Phone _____

Applicant or Representative Signature

DISTRICT SERVICE / NPDES PERMIT FEE SCHEDULE

→ Pages 1 AND 2 must be submitted with project | Update with each submission | Only folded plans will be accepted ←

NEW PROJECTS & MAJOR AMENDMENTS

[NOTE for Major Amendments: Disturbed Project Acres is the area subject to the amendment PLUS any additional disturbance not in the existing permit.]

RESIDENTIAL/INDUSTRIAL/COMMERCIAL/INSTITUTIONAL

Disturbed Project Acres (nearest whole acre)	Enter # Acres	Fee	Enter District Service Fee Remitted
<1 acre [Note: Tier II fee waived]		\$1,125.00	\$
1 – 2 acres		\$1,500.00	\$
2.01 – 5 acres		\$2,250.00	\$
5.01 – 10 acres		\$3,000.00	\$
10.01 – 15 acres		\$4,000.00	\$
15.01 – 20 acres		\$5,000.00	\$
Additional acre(s) over 20 (round to nearest whole)		X \$250.00	\$
Oil/Gas add'l acre(s) over 20 (round to nearest whole)		X \$450.00	\$

SINGLE RESIDENTIAL UNIT-Single family home built on an individual lot (not part of a larger development)

Unit	Fee	Enter District Service Fee Remitted
1 unit (<1 acre) [Note: Tier II fee waived]	\$225.00	\$
1 unit (1+ acre) [Use Residential/Industrial/Commercial/Institutional category above]		

AGRICULTURAL BUILDING PROJECTS

Size	Fee	Enter District Service Fee Remitted
Small (<1 acre) [Note: Tier II fee waived]	\$150.00	\$
Medium (1 – 5 acres) [Note: Tier II fee applies, if appropriate]	\$1,500.00	\$
Large (>5 acres) [Use Residential/Industrial/Commercial/Institutional category above]		

TIER II: 1+ acre disturbed

Category	Fee	Enter Tier II Fee Remitted
Check all that apply on page 1	\$1,000.00	\$

NPDES PERMIT: 1+ acre disturbed

Category	Fee	Enter NPDES Fee Remitted
General Permit	\$500.00	\$
Individual Permit	\$1,500.00	\$

NPDES DISTURBED ACREAGE: 1+ acre disturbed [Note: Major Amendments – NEW earth disturbance acreage only]

Enter # Acres (rounded to nearest whole acre) Multiply by Fee	Fee	Enter Disturbed Acreage Fee Remitted
	X \$100.00	\$

CHAPTER 105 / POND/STREAM WORK

Type	Fee	Enter District Service Fee Remitted
Chapter 105 / Pond/Stream Work	\$250.00	\$

MISCELLANEOUS**MINOR AMENDMENT**

Category	Fee	Enter District Service Fee Remitted
General Permit	\$600.00	\$
Individual Permit	\$1,200.00	\$
IF APPLICABLE – Disturbed Acreage Fee (NEW earth disturbance only)	Enter New Disturbed Acreage (rounded to nearest whole acre) X \$100.00	Enter New Disturbed Acreage Fee Remitted

2nd & 3rd REVIEWS

Category	Enter Original Service District Fee	Enter District Service Fee Remitted
2 nd Review: 25% of Original District Service Fee	\$ ÷ 4	\$
3 rd Review: 25% of Original District Service Fee	\$ ÷ 4	\$

NPDES PERMIT RENEWAL* [*Note: Permit renewal must include both District Service Fee and NPDES Permit Fee.]

Category	Fee	Enter District Service Fee Remitted
(*Include BOTH District Svc Fee & NPDES Fee below)		
25% of Original Service District Fee*	Enter Original District Service Fee: \$ ÷ 4	\$
NPDES Permit Fee*	General Permit: \$500.00 Individual Permit: \$1,500.00	Enter NPDES Fee Remitted

OTHER

Type	Fee	Enter District Service Fee Remitted
Plan Stamping	\$75.00	\$
Revision	\$ Call for fee	\$
Miscellaneous:	\$ Call for fee	\$

Make Checks Payable to:

- District Service Fee – “Chester County Conservation District”
- Tier II Fee – “Chester County Conservation District”
- NOTE: Tier II fee may be combined with District Service fee on one check or separate checks are acceptable.
- NPDES Fee – “Chester County Conservation District Clean Water Fund”
- Disturbed Acreage Fee – “Commonwealth of PA Clean Water Fund”

Project Fees to Include

(For actual fee amounts see the Fee Schedule on page 2)

NEW PROJECT

- Disturbed acreage of less than 1 acre for Adequate Letter (non-permitted)
(Projects: Under 1-acre projects, Single Residential, Small Agricultural, Chapter 105/Pond/Stream)
 - ▶ **FEE TO INCLUDE:**
 - Flat District Service Fee
- Disturbed acreage of 1 acre and greater for NPDES Permit:
(Projects: Residential/Industrial/Commercial/Institutional, Single Residential, Medium* and Large Agricultural)
 - ▶ **FEES TO INCLUDE:**
 - District Service Fee dependent upon disturbed acreage amount/*Flat District Service Fee for Medium Ag
 - Tier II Fee (if applicable)
 - NPDES Permit Fee
 - NPDES Disturbed Acreage Fee (NOTE: Major Amendment – for NEW earth disturbance only)

SUBMITTED PROJECT (prior to adequacy)

- 2nd Review of plans from prior inadequate submission
 - ▶ **FEE TO INCLUDE:**
 - 25% of original District Service Fee
- 3rd Review of plans from prior inadequate submission
 - ▶ **FEE TO INCLUDE:**
 - 25% of original District Service Fee

PERMITTED PROJECT

- Minor Amendment
 - ▶ **FEES TO INCLUDE:**
 - Flat District Service Fee
 - NPDES Disturbed Acreage Fee (NOTE: for NEW earth disturbance only)
- Major Amendment
 - ▶ **FEES TO INCLUDE:**
 - Treated as new project, see NEW PROJECT above - see [NOTE]
- NPDES Permit Renewal
 - ▶ **FEES TO INCLUDE:**
 - 25% of original District Service Fee
 - NPDES Permit Fee
- Revision
 - ▶ **FEE TO INCLUDE:**
 - See OTHER below

OTHER

- Plan Stamping
 - ▶ **FEE TO INCLUDE:**
 - Flat District Service Fee
- Revision (to permitted and non-permitted plans)
 - ▶ **FEE TO INCLUDE:**
 - District Service Fee determined on an individual basis
- Miscellaneous
 - ▶ **FEE TO INCLUDE:**
 - District Service Fee determined on an individual basis

NOTE: Submissions of Additional Information - such as switchout materials and additional plan sets without changes, do not usually require a fee.

Only Pages 1 and 2 of this District Application MUST be included with submission.
Pages 3-5 are provided for your information only and do not have to be included.

- Projects that disturb slopes of 9% or more with grading or vegetation removal
- Projects that do not infiltrate the delta volume of the 2 year 24 hour storm event
- Projects where the sequence of construction (earthmoving) disturbs more than 25% of the total disturbed area at any given time
- Projects that include less than a 150 foot non-disturbed vegetative buffer from the Waters of the Commonwealth and/or wetlands
- Projects that discharge to adjacent properties.

National Pollutant Discharge Elimination System (NPDES)

All construction activities involving one (1) or more cumulative acres of disturbance over the life of the project are required to obtain a federally mandated NPDES permit that regulates the discharge of stormwater from construction activities, unless specifically exempt by the regulations pursuant to Chapter 102.5. All permit applications should include all items required by the NPDES Standard E&S and PCSM Completeness Review Checklist (3150-PM-BWEW0035). All NPDES projects require a review of Post Construction Stormwater Management (PCSM) Plans. A separate PCSM plan must be submitted with the application. NPDES Permit applications will conform to the time frames for review as outlined in the Permit Decision Guarantee Program or DEP Standard Operation Procedure policy. Administratively incomplete NPDES applications not resubmitted with 60 days of the incomplete notice will be considered withdrawn and a new NPDES application package, including fees, will be required upon resubmission (Pursuant to Chapter 102.6 (c)(2)).

Projects with the following conditions must be designed to Individual standards: located in White Clay Creek Scenic Watershed; support Wild Trout production; designated as Cold Water Fishery; discharge to Public Water Supply; and evidence of bog turtle habitat/species.

- ESCGP-2 Permits follow the same review process as General NPDES permits.

GENERAL NPDES PERMIT - Project is located in a waterway with a stream use designation of CWF, WWF, MF, or TSF and the total cumulative disturbed acreage is 1.0 acre or greater. See page 2 for the NPDES Permit fee (includes New, Major Amendments, and Renewals) and Disturbed Acreage fee.

INDIVIDUAL NPDES Permit - Project is located in a specially protected waterway with a stream use designation of HQ (High Quality) or EV (Exceptional Value) and the total cumulative disturbed acreage is 1.0 acre or greater or project that DEP determines to be elevated to Individual status. See page 2 for the NPDES Permit fee (includes New, Major Amendments, and Renewals) and Disturbed Acreage fee.

- NPDES permits are valid until the expiration date noted on the permit or until a Notice of Termination is acknowledged.

Emergency Review (ER) Procedure

The applicant must provide a valid reason for an emergency review and request approval from the Conservation District Director or Urban Team Leader on the Emergency Review Request form. If approved, district staff will provide review comments within five (5) business days for General NPDES permit sites and ten (10) business days for Individual NPDES permit sites. The applicant must respond to the comments within the next five (5) business days for General NPDES permits and ten (10) business days for Individual NPDES permits to keep the emergency review process active. In addition to the District Service fee, an ER review fee equal to two (2) times the District Service fee must be submitted with the application. CCCD can suspend this program at any time. This program includes the Erosion and Sediment Pollution Control Plan and Post Construction Stormwater Management Plan review and does not apply to NPDES permit issuance. The Emergency Review Application can be found at chesco.org/conservation.

Best Management Practices (BMP) Incentive Program

This incentive encourages the use of project BMPs for educational purposes, to demonstrate better methods to utilize stormwater resources, and to support Chester County efforts in being consistent with the goals, objectives, and policies of Landscapes and Watersheds. Projects that incorporate incentive BMPs are eligible for a one-time 25% reduction of the District Service fee only at the time of the initial submission by using the BMP Incentive Fee Reduction Application. A project is not eligible for this incentive if utilizing the Emergency Review procedure. BMPs are based on the advances of technology. CCCD reserves the right to add or delete BMPs from this list. The BMP Incentive Application can be found on chesco.org/conservation.

For the most updated information on District Services and Applications for Services, see chesco.org/conservation.

GENERAL INFORMATION & GUIDELINES

Adopted by the CCCD Board of Directors on March 21, 2019 and made effective on April 29, 2019.

Authority – The Chester County Conservation District (hereinafter referred to as “District” or “CCCD”) has entered into a delegation agreement with the Pennsylvania Department of Environmental Protection (“DEP”) to administer the Commonwealth’s Erosion and Sediment Pollution Control Program and the National Discharge Elimination System (hereinafter referred to as NPDES) permitting program for the discharge of stormwater associated with construction activities under the Pennsylvania Clean Streams Law, Chapter 102 Erosion & Sediment Control and Stormwater Management regulations, and Chapter 92. The Conservation District Law (Section 9 of Act 217) provides the District with the ability to accept the responsibility to administer the erosion and sediment pollution control program and to collect fees for services performed.

District services are available for the processing of erosion and sedimentation pollution control plans as required for land disturbance projects. **Engineers and developers are strongly encouraged to attend all meetings. The District also highly recommends scheduling both a pre-application meeting and a checklist meeting prior to the submission for ALL permitted projects.** Plans will not be accepted for review without the appropriate fee(s) and pages 1 and 2 of this application form. Page 1 of the application must be signed by the Applicant and the Plan Designer/Engineer.

- There is a separate Application for District Services for a Timber Harvest available on our website at Chesco.org/Conservation.
- There may be fees associated with a Compliance Action which are at the discretion of the District.

FEE ADJUSTMENTS:

- Only PennDOT is exempt from the District Service Chapter 102 Plan Review fee, NPDES Permit Application fee, and the Disturbed Acreage Fee. PennDOT must be the applicant and sign the District Application for fees to be waived.
- County of Chester projects are entitled to a discount on the District Service Chapter 102 Plan Review fees only. See County Office-Fees for Service explanation on our website (Chesco.org/Conservation). Please note: County Emergency Review fees will not be discounted and will follow the regular permitting fee schedule.

Erosion and Sedimentation (E&S) Control and Post Construction Stormwater Management (PCSM)

CCCD will review a plan solely to determine whether it is adequate to satisfy the requirements of Title 25 PA Code Chapter 102, the erosion and sediment control and stormwater management regulations of the DEP. By a determination that the plan is adequate to meet those requirements, neither the District nor the County assumes any responsibility for the implementation of the plan or the proper construction and operation of the facilities contained in the plan. The design, structural integrity and installation of the best management practices are the responsibility of the landowner and/or contractors. **NOTE:** Before any construction or earthmoving begins, other local, state and/or federal permits may be required from other permitting agencies.

For projects not requiring an NPDES Permit, CCCD will attempt to review your project within 30 days from the date of receipt.

District Service Fees:

- District Service Fees are non-refundable.
- Quoted fees are based on the disturbed acreage of the project rounded to the nearest whole number.
- CCCD also reserves the right to amend any fee at its discretion.
- Fee breakdowns for the various categories of projects are listed on page 2.
- If an inadequate letter is issued for the initial review, a fee equaling 25% of the original District Service Fee will be due upon resubmission for a second technical review.
- If an inadequate letter is issued for the second technical review, a fee equaling 25% of the original District Service Fee will be due upon resubmission for a third technical review.
- The fee for a Major Amendment of an approved plan requires a fee based on the area subject to the Major Amendment. For example, if the area subject to the Major Amendment covers 1 acre of the 1.79 total disturbed project area for the approved project, the fee is calculated based on the 1 acre plus any additional disturbance not captured in the existing permit. Otherwise, Major Amendments are treated as new projects.
- Permit Renewal Fee will be 25 % of the original District Service Fee and the full NPDES Permit fee.
- Each subdivision or land development plan for a project where the future sections will be reviewed in phases shall be subject to a review fee for the activity that is proposed on the initial submission. All subsequent phases or land development plans submitted for review shall be subject to a review fee under the appropriate category of the current fee schedule at that time.

Tier II Fee: Sites that fall into one or more of the five (5) major categories below will be required to submit an **additional** one-time fee of \$1,000.00 over and above the District Service fee above. Under 1-acre projects, Small Agricultural Building Projects, and Single Residential Unit sites with a disturbed acreage of less than one (1) acre are waived from Tier II requirements.

**PENN TOWNSHIP
AGREEMENT FOR PROFESSIONAL PLAN REVIEW SERVICES**

THIS AGREEMENT made this _____ day of _____, 20____, by and between Penn Township, Chester County, Pennsylvania (hereinafter referred to as "Township") and _____, with offices located at _____ County, Pennsylvania (hereinafter referred to as "Applicant").

WHEREAS, Applicant is the legal or equitable owner of certain real estate located at _____, Tax Parcel(s) _____, Penn Township, Chester County, Pennsylvania and commonly referred to as _____ ("Premises"); and

WHEREAS, Applicant has need of and has requested Township to review land development and/or subdivision plans for the Premises; and

WHEREAS, the term "Professional Consultants" as used herein shall mean such persons or entities which provide expert or professional advice, including but not limited to, attorneys, engineers, geologists, land surveyors, architects, landscape architects and planners, including their employees; and

WHEREAS, Applicant now requests that Township have its Professional Consultants review said plans and provide such services as are required by Township; and

WHEREAS, Township has authorized such professional services upon execution of this Agreement by Applicant, and the deposit of the required funds as hereinafter set forth.

NOW THEREFORE, the parties, with the intention of being legally bound, agree as follows:

1. Township and Applicant/Owner hereby authorizes its Professional Consultants to review the Applicant's plans, and to make recommendations on the design, specifications, and architectural requirements and to make any and all engineering surveys and field inspections that are required by the Township pursuant to its rules, regulations or proper engineering standards in order to ensure that final plans reflect proper engineering practices and comply with all Township ordinances, rules and regulations.
2. Applicant agrees to pay all reasonable fees, legal and otherwise, for the Professional Consultants retained by the Township for reviewing and commenting on the plans, surveying the Premises or inspecting the improvements to be constructed, preparing documents, attending meetings or providing other services relating to the subdivision and/or development of the Premises; and also all administrative costs and expenses which the Township may incur by reason of this Agreement. Township and/or its Agent may pay such Professional Consultants directly from this Account. All charges and fees shall be paid by the Applicant as required by the Township and in accordance with this Agreement.
3. Applicant hereby agrees to deposit with the Township the sum of _____ dollars (\$_____) as security for the payment of all costs and expenses, charges and fees, as set forth in Paragraph 2 above, upon execution of this Agreement (the "Plan Review Escrow"). It is agreed and understood by the parties that no action will be taken on Applicant's application or plans until the required funds have been deposited with the Township. Developer and/or Owner agree that these funds shall be used for the direct payment

of all Professional Consultants which the Township retains and/or employs for the review and analysis of all information provided by Developer/Owner.

4. In the event that Professional Consulting fees or administrative costs and expenses exceed or are expected to exceed the deposit required in Paragraph 3 hereof, Applicant agrees to deposit, within ten (10) days after notice, such additional sum as is required to pay said expenses and maintain a balance of _____ dollars (\$ _____) in the Plan Review Escrow account for future fees and costs. A detailed statement of account shall be provided to the Applicant upon request. In the event any required deposit is not made, it is understood and agreed that no further work will be performed on the review of the Applicant's plans or application and Applicant releases Township from any claims for delay and/or other type damages that might be incurred by the Applicant.
5. Services will be provided to the Applicant in accordance with the review procedures established herein and by the Township from time to time. Plans or designs shall not be reviewed until the Plan Review Escrow has been paid as provided in this Agreement. Developer/Owner agrees the failure to maintain and pay all amounts contained in this Agreement is a sufficient basis for the denial and/or rejection of all plans submitted pursuant to this Agreement.
6. Applicant shall pay all reasonable fees and costs which the Township may incur by reason of or in connection with the review of plans or construction of the proposed improvements or other work either on Applicant's Premises or off-site, as required by the plans submitted.
7. Applicant shall pay any and all Professional Consulting fees and costs incurred by the Township for reviews and inspections which may be required for the purpose of ensuring compliance with the plans as filed, the rules and regulations of the Township, the ordinances and codes of the Township, and any other laws and regulations of the Commonwealth of Pennsylvania, the United States of America or any other regulatory body having jurisdiction over the work to be performed at the Applicant's premises.
8. Upon receipt by the Township of itemized bills for Professional Consulting services, the Township and its designated Escrow Agent shall have the right to deduct said amounts from the Plan Review Escrow. The Township shall provide copies of the itemized bills to the Applicant. The Applicant shall have forty-five (45) days after receipt of the bill to notify the Township and the Township's professional Consultants that such fees are disputed and the basis for the objection to those fees. Failure of the Applicant to dispute a bill within the forty-five (45) days shall be a waiver of the Applicant's right to arbitration of that bill under Section 510(g) of the Pennsylvania Municipalities Planning Code 53 P.S. 10510(g). In the event that the Township's Professional Consultant and the Applicant cannot agree on the amount of the review fees, the Applicant and the Township shall follow the procedure for dispute resolution set forth in Section 510(g), provided that the arbitrator resolving such dispute shall be of the same profession as the professional consultant whose fees are being disputed. This dispute of any invoice shall not relieve Developer/Owner's obligation to maintain current balances as defined by Paragraph 4. In the event Developer/Owner successfully disputes any invoice, that amount shall be applied to the then next payment obligation to maintain a minimum balance as required herein.
9. Subsequent to a decision on an application, the governing body shall submit to the Applicant an itemized bill for review fees, specifically designated as a final bill. The final bill shall include all review fees incurred at least through the date of the decision on the application. If for any

reason additional Professional Consultant review is required subsequent to the decision, including inspections and other work to satisfy the conditions of the approval, the review fees shall be charged to the Applicant as a supplement to the final bill.

10. Applicant further agrees that this Agreement and the Professional Consulting services authorized by it in no way be construed as allowing any construction of improvements prior to Applicant receiving all required Township, County, State and Federal approvals and/or permits and execution of such Development and Financial Security Agreements with the Township as the Township may require.
11. Applicant may, at any time, give written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Applicant shall only be liable to the Township for its fees, costs and expenses incurred up to and including the date of the Township's receipt of the notice.
12. The Township shall use its best efforts to give Applicant as much advance notice as possible that Applicant's liability will exceed the Plan Review Escrow posted with the Township.
13. All notices to be given by any of the parties hereto shall be in writing and delivered to the address of each party set forth in the heading hereof to the attention of the individual named in the heading, if any, by certified mail return receipt requested. (verify w/postmaster).
14. The Township, in the exercise of its responsibilities, may call upon the services of outside Professional Consultants as it may deem necessary to properly review Applicant's proposals, all of which shall be paid from the Plan Review Escrow. No additional approval is required from Applicant as a condition to any payment to a Professional Consultant.
15. When all professional services on behalf of the Township have ceased and all invoices for professional services paid, the Township will refund to Applicant any balance remaining in the Plan Review Escrow.
16. Applicant and Township acknowledge that this Agreement represents the full understanding between them on the issues set forth herein, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and will be honored by both of them, each of whom agree to be legally bound by its terms.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their signatures to be affixed their hands and seals hereto the day and year first above written.

ATTEST:

PENN TOWNSHIP:

Applicant:

Owner:

RSMrev09212010

**AN AGREEMENT ESTABLISHING CERTAIN STANDARDS FOR
MAINTENANCE OF ON-LOT SEWAGE FACILITIES LOCATED ON
AND WITHIN THE _____ PROPERTY AND
ESTABLISHING PROCEDURES FOR IMPLEMENTATION AND
PENALTIES FOR VIOLATIONS THEREOF.**

THIS AGREEMENT is made this _____ day of _____ 20____, by and between Penn Township, a Pennsylvania political subdivision, with offices at 260 Lewis Road, West Grove, PA 19390, party of the first part, (hereinafter referred to as "Township") and _____, with a mailing address of _____ (hereinafter known as "_____") which is the owner of a parcel of ground in Penn Township with same address (which land shall be hereinafter referred to as the "_____ Property"), party of the second part. _____ may assign this Agreement after giving five (5) days written notice to the Township of its intent to execute such assignment.

BE IT AND THE SAME HEREBY IT, by the Board of Supervisors, of Penn Township and _____, ADOPTED AND ENTERED INTO:

I. RECITALS

1. The Board of Supervisors of Penn Township and _____ recognize the desirability of improving water quality within streams or segments thereof within the Township.
2. There is a potential for pollution of such streams and the degradation of the water quality therein by failure to adequately maintain on-lot sewage facilities within the watershed associated with such streams.
3. Certain areas within the Township are now and will continue to be served by on-lot subsurface systems and/or elevated sand mounds and these systems are prone to failure if not adequately maintained. Such failures may lead to contamination of ground water, the overflow or raw sewage to the surface of the ground and other conditions inimicable to the public health and safety.
4. Certain limited areas of the Township are soon to be served by public sewage facilities, however, it is not contemplated the _____ Property or the entire Township will be served by such facilities in the foreseeable future, nor would financial constraints or existing needs permit, require or justify such expansion of such public sewage facilities.
5. In order to assure protection of the public safety and health, preserve ground water resources, protect on-lot water wells and avoid the necessity of unwarranted expansion of public sewers in areas where sound planning would not otherwise have required such action, the Board of Supervisors considers on-lot sewage facilities maintenance an integral part of the Township's sewage facilities planning responsibilities.

6. The Board of Supervisors of Penn Township desires to assure that sewage facilities are properly maintained thereby preventing such pollution and degradation as referred to above.

II. AREAS INCLUDED AND APPLICABILITY

1. This Agreement shall apply to lands owned by _____ situated within Penn Township with an address of _____.
2. The _____ Property may, at some future time, be included in a designated public sewer service area and served by a public sewage collection system. Should that occur and the facilities located on and within the _____ Property be connected thereto, then this Agreement shall become null and void and of no force or effect.
3. Until such time as a public sewage collection system becomes accessible to the _____ Property and the facilities located on and within the said property are connected thereto, then this Agreement shall provide for maintenance of the on-site sewage treatment systems serving such facilities.
4. If any of the facilities on and with the _____ Property shall for any reason cease to be served by a public sewage collection system, once connected thereto, such termination of service shall cause those facilities to again be subject to the terms and condition of this Agreement.
5. As used herein, the term "public sewage collection system" shall not be construed to include any community sewage facilities or system. Such community facilities or systems located on and within the _____ Property shall be included within the terms and conditions of this Agreement unless and until the same are dedicated to and accepted by the Township.

III. AUTHORITY, PURPOSE AND DISCLAIMER

1. **Authority.** This Agreement is entered into pursuant to regulations adopted by the Department of Environmental Protection of the Commonwealth of Pennsylvania as promulgated and published at Title 25, Pennsylvania Code, Section 71.73 and the Second Class Township Code of the Commonwealth of Pennsylvania, 53 P.O. 1901-A. et seq.
2. **Purpose.** Penn Township has a duty to take all actions necessary to assure continued compliance of sewage facilities with the Pennsylvania Sewage Facilities Act, the Clean Streams Law and all regulations promulgated hereunder. This Agreement is intended to assure proper maintenance of the sewage facilities located on and within the _____ Property.

3. **Disclaimer.** This Agreement is considered by the Board of Supervisors to be the minimum regulations necessary to protect the health, safety and welfare of the public. Nothing contained herein, however, shall be construed to impose any duty on the part of Penn Township, its officers, agents, servants or employees, for the benefit of any person or entity owning, possessing, residing or occupying any privilege, nor shall there be imposed upon the Township, its officers, agents, servants or employees, any liability, expressed or implied, from or arising out of the performance, nonperformance, or malperformance of any duty promulgated or assumed under this Agreement. It is expressly understood that all acts undertaken are to assist in the governance of the Township and not for the benefit of any person, entity or property. By adoption of this Agreement, the Township shall not be deemed to have waived and does not waive the protection of governmental immunity, which is hereby reserved in all respects to the greatest extent, permitted by law. This indemnification by _____ shall not be construed to extend to and cover any wrongful acts committed by the Township.

IV. NOTICE

1. Copies of the Agreement shall be forwarded to and maintained by the Secretary of Penn Township, the Chester County Health Department and the Pennsylvania Department of Environmental Protection as public documents, where the same may be inspected during ordinary business hours and copies at the cost of reproduction.
2. All building permits and certificates of occupancy issued by Penn Township for the construction, maintenance, use and occupancy of any buildings, structures or lands on and within the _____ Property shall contain the following legend thereon:

"The lands and buildings which are the subject of this permit are subject to the provisions of an Agreement by and between Penn Township and _____."

V. ADMINISTRATION

1. It shall be the duty of the Township Secretary or such other person designated by the Board of Supervisors to:
 - (a) maintain a file pertaining to each structure with the _____
Property for which a sewage facilities permit shall have been issued and incorporating therein copies of the building permits and certificates of occupancy issued for such structure, with the mandated legend required in Article IV above noted thereon, along with copies of all reports and inspection certificates and receipts required under the terms of this Agreement with specific reference to said structure. All such files shall be deemed public document subject to public inspection;

- (b) maintain a system for tracking the dates of inspection reports and other required information which have been filed with the Township so that any filings due but not recorded within (3) years of the date of certificate of occupancy was issued for the respective structures or from the date of the last mandated filing are readily identified for follow-up action;
- (c) maintain copies of all reports filed with the Department of Environmental Protection or the Chester County Health Department relating to any sewage system on and within the _____ Property, any notices of violation or citations relating thereto and a record of all buildings connecting thereto or disconnecting therefrom to the extent such reports are made available to the Township;
- (d) secure compliance by the owner of each structure subject to the provisions of this Agreement with the terms thereof; and
- (e) bring to the attention of the Board of Supervisors and the Township Solicitor all violations of this Agreement and take such actions, including prosecution, as may be directed by the Board of Supervisors to secure abatement of such violation.

VI. MAINTENANCE STANDARDS

1. _____, or its designated representative, shall contract for and secure the removal of sludge and/or other solids from the treatment tanks comprising a part of the sewage facilities serving such structures at least once every three (3) years or at more frequent intervals as may be required whenever an inspection reveals the treatment tanks are filled with solids in excess of one-third the liquid depth of the tank or with scum in excess of one-third in liquid depth of the tank. A copy of the receipt for such removal provided by the septic pumper/hauler shall be delivered to the Township promptly upon receipt thereof as evidence of compliance with this provision of this Agreement.
2. _____, or its designated representative shall at all times during the term of this Agreement maintain existing surface contouring and take such other measures as may be necessary, consistent with Chapter 73 of the regulations of the Department of Environmental Protection relating to sewage disposal facilities, to divert storm water away from treatment facilities and absorption areas comprising a part of the sewage facilities and protect the absorption areas from physical damage.
3. All structures on and within the _____ Property shall have installed within them water conservation devices to reduce hydraulic loading to the sewage system. Such devices shall be consistent with the regulations of the Susquehanna River and Delaware River Basin Commissions as applicable. This requirement shall apply, however, only to structures for which a building permit or a certificate of occupancy for a change of use or initial use is issued subsequent to the effective date of this Agreement or which is otherwise required by any other applicable ordinance of Penn Township to have installed therein such water conservation devices.

4. _____, or its designated representative shall cause those sewage facilities which include a pump or mechanical or electrical equipment or aeration equipment to be inspected periodically, but not less frequently than annually, to determine that the electrical, mechanical and chemical components of the sewage facilities on the lot, as well as the collection, conveyancing, piping, pressure lines, alarms, pumps and other devices forming a part thereof are in good order and repair, and shall report the results of such inspection in writing, not less frequently than annually, to the Township Secretary.
5. All sludge, solids or other material removed from the treatment tanks, absorption area or other part(s) of the sewage facilities shall be removed only by a licensed sewage pumper/hauler and disposed of in accordance with all applicable laws, rules and regulations governing the same, including but not limited to the Solid Waste Management Act and the regulations promulgated hereunder.
6. All sewage systems within the _____ Property shall be maintained in accordance with all applicable laws, rules and regulations governing the same in accordance with all conditions of the permit issued by appropriate authority for said sewage system.
7. Copies of all reports, notices and other correspondence to or from the permitting agency sent or received by the permittee shall be filed timely with the Township Secretary or such other person designated by the Board of Supervisors.

VII. **ENFORCEMENT**

1. The Township Solicitor, at the direction of the Board of Supervisors, shall be charged with the responsibility of obtaining equitable, injunctive or other appropriate relief in the Court of Common Pleas of Chester County, before a District Justice, or before appropriate administrative boards to secure compliance with the provisions of this Agreement only after _____ has been provided, by the Township, the opportunity to remedy and identify item of noncompliance.
2. _____, or any person acting on its behalf, who or which violates any provision of this Agreement shall be guilty of a summary offense and, upon conviction thereof, shall be sentenced for the first offense to pay a fine not in excess of One Thousand (\$1,000.00) Dollars, which fine shall be paid into the Township treasury upon judgment against any person.
3. Sewage facilities on or within the _____ Property which are in violation of the provisions of this Agreement are declared to be a public nuisance abatable as such and the Township may exercise any and all legal and equitable means for the abatement of a public nuisance granted to it by law, rule or regulation in addition to the powers granted hereunder. The elimination by the

Township of the public nuisance shall include but not be limited by the Township having a contractor enter the noncompliant property and perform the required pumping as mandated by this Agreement and place a lien against the noncompliant property for the cost of the pumping, the cost of preparing the lien, the cost of filing the lien and the cost of satisfying the lien plus ten (10%) percent.

VIII. **EFFECTIVE DATE**

This Agreement shall become effective immediately upon signing hereof and shall apply to all sewage facilities of whatever nature located within the _____ Property situated in Penn Township.

Adopted and entered into this _____ day of _____ 20__.

PENN TOWNSHIP BOARD OF SUPERVISORS

Chairman

Vice-Chairman

Supervisor

Supervisor

Supervisor

ATTEST:

Applicant's Signature

**AN AGREEMENT ESTABLISHING CERTAIN STANDARDS FOR
MAINTENANCE OF PUMP SYSTEM FACILITIES LOCATED ON
AND WITHIN THE _____ PROPERTY AND
ESTABLISHING PROCEDURES FOR IMPLEMENTATION
AND PENALTIES FOR VIOLATIONS THEREOF.**

THIS AGREEMENT is made this _____ day of _____ 20____, by and between Penn Township, a Pennsylvania political subdivision, with offices at 260 Lewis Road, West Grove, PA 19390, party of the first part, (hereinafter referred to as "Township" and _____, with a mailing address of _____ (hereinafter known as "_____") which is the owner of a parcel of ground in Penn Township with same address (which land shall be hereinafter referred to as the "_____ Property"), party of the second part. _____ may assign this Agreement after giving five (5) days written notice to the Township of its intent to executive such assignment.

BE IT THE SAME HEREBY IT, by the Board of Supervisors, of Penn Township and _____,
ADOPTED AND ENTERED INTO:

I. RECITALS

1. The Board of Supervisors of Penn Township and _____ recognize the desirability of improving water quality within streams or segments thereof within the Township.
2. There is a potential for pollution of such streams and the degradation of the water quality therein by failure to adequately maintain on-lot sewage facilities within the watershed associated with such streams.
3. Certain areas within the Township are now and will continue to be served by on-lot surface systems, elevated sand mounds and pump systems and these systems are prone to failure if not adequately maintained. Such failures may lead to contamination of ground water, the overflow of raw sewage to the surface of the ground and other conditions in amicable to the public health and safety.
4. In order to assure protection of the public safety and health, preserve ground water resources, protect on-lot water wells, the Board of Supervisors considers on-lot sewage facilities maintenance an integral part of the Townships sewage facilities planning responsibilities.
5. The Board of Supervisors of Penn Township desires to assure that sewage facilities are properly maintained thereby preventing such pollution and degradation as referred to above.

II. AUTHORITY, PURPOSE AND DISCLAIMER

1. **Authority.** This Agreement is entered into pursuant to regulations adopted by the Department of Environmental Protection of the Commonwealth of Pennsylvania as promulgated and published at Title 25, Pennsylvania Code, Section 71.73 and the Second Class Township Code of the Commonwealth of Pennsylvania 53 P.S. 1901-A. et.seq.
2. **Purpose.** Penn Township has a duty to take all actions necessary to assure continued compliance of sewage facilities with the Pennsylvania Sewage Facilities Act, the Clean Streams Law and all regulations promulgated hereunder. This Agreement is intended to assure proper maintenance of the sewage facilities located on and within the _____ Property.
3. **Disclaimer.** This Agreement is considered by the Board of Supervisors to be the minimum regulations necessary to protect the health, safety and welfare of the public. Nothing contained herein, however, shall be construed to impose any duty on the part of Penn Township, its officers, agents, servants or employees, for the benefit of any person or entity owning, possessing, residing or occupying any lands, property or structures or having any riparian or other water rights or privilege, nor shall there be imposed upon the Township, its officers, agents, servants or employees, any liability, expressed or implied, from or arising out of the performance, nonperformance, or malperformance of any duty promulgated or assumed under this Agreement. It is expressly understood that all acts undertaken are to assist in the governance of the Township and not for the benefit of any person, entity or property. By adoption of this Agreement, the Township shall not be deemed to have waived and does not waive the protection of governmental immunity, which is hereby reserved in all respects to the greatest extent, permitted by law. This indemnification by _____ shall not be construed to extend to and cover any wrongful acts committed by the Township.

III. NOTICE

1. Copies of the Agreement shall be forwarded to and maintained by the Secretary of Penn Township, the Chester County Health Department and the Pennsylvania Department of Environmental Protection as public documents, where the same may be inspected during ordinary business hours and copied at the cost of reproduction.
2. All building permits and certificates of occupancy issued by Penn Township for the construction, maintenance, use and occupancy of any buildings, structures or lands on and with the _____. Property shall contain the following legend thereon: "the lands and buildings which are the subject of this permit are subject to the provisions of an Agreement by and between Penn Township and _____."

IV. ADMINISTRATION

1. It shall be the duty of the Township Secretary or such other person designated by the Board of Supervisors to:

- a. maintain a file pertaining to each structure with the _____ Property which a sewage facilities permit shall have been issued and incorporating therein copies of the building permits and certificates of occupancy issued for such structure, with the mandated legend required in Article IV above noted thereon, along with copies of all reports and inspection certificates and receipts required under the terms of this Agreement with specific reference to said structure. All such files shall be deemed public documents subject to public inspections;
 - b. maintain a system for tracking the dates of inspections reports and other required information which have been filed with the Township so that any filings due but not recorded within three (3) years of the date of certificate of occupancy was issued for the respective structure or from the date of the last mandated filing are readily identified for follow-up action;
 - c. maintain copies of all reports filed with the Department of Environmental Protection or the Chester County Health Department relating to any sewage system on and within the _____ Property, any notices of violation or citations relating thereto and a record of all buildings connecting thereto or disconnecting there from to the extent such reports are made available to the Township;
 - d. secure compliance by the owner of each structure subject to the provisions of this Agreement with the terms, thereof; and
 - e. bring to the attention of the Board of Supervisors and the Township Solicitor all violations of this Agreement and take such actions, including prosecution, as may be directed by the Board of Supervisors to secure abatement of such violation.
2. The Board of Supervisors shall by resolution from time to time establish, amend and repeal a schedule of fees related to administration of the Agreement and the activities mandated thereby.

V. **MAINTENANCE STANDARDS**

1. _____, or its designated representative, shall contract for and secure the removal of sludge and/or other solids from the treatment tanks comprising a part of the sewage facilities serving such structures at least once every three (3) years or at more frequent intervals as may be required whenever an inspection reveals the treatment tanks are filled with solids in excess of one-third the liquid depth of the tank or with scum in excess of one-third in liquid depth of the tank. A copy of the receipt for such removal provided by the septic pumper/hauler shall be delivered to the Township promptly upon receipt thereof as evidence of compliance with this provision of this Agreement.

2. All structures on and within the _____ Property shall have installed within them water conservation devices to reduce hydraulic loading to the sewage system. Such devices to reduce hydraulic loading to the sewage system. Such devices shall be consistent with the regulations of the Susquehanna River and Delaware River Basin Commissions as applicable. This requirement shall apply, however, only to structures for which a building permit or a certificate of occupancy for a change of use or initial use is issued subsequent to the effective date of this Agreement or which is otherwise required by any other applicable ordinance of Penn Township to have installed therein such water conservation devices.
3. _____, or its designated representative shall cause those sewage facilities which include a pump or mechanical or electrical equipment or aeration equipment to be inspected periodically, but not less frequently than annually, to determine that the electrical, mechanical and chemical components of the sewage facilities on the lot, as well as the collection, conveyance, piping, pressure lines, alarms, pumps and other devices forming a part thereof are in good order and repair, and shall report the results of such inspection in writing, not less frequently than annually, to the Township Secretary.
4. All sludge, solids or other material removed from the treatment tanks, absorption area or other part(s) of the sewage facilities shall be removed only by a licensed sewage pumper/hauler and disposed of in accordance with all applicable laws, rules and regulations governing the same, including but not limited to the Solid Waste Management Act and the regulations promulgated hereunder.
5. All sewage systems within the _____ Property shall be maintained in accordance with all applicable laws, rules and regulations governing the same and in accordance with all conditions of the permit issues by appropriate authority for said sewage system.
6. Copies of all reports, notices and other correspondence to or from the permitting agency sent or received by the permittee shall be filed timely with the Township Secretary or such other person designated by the Board of Supervisors.

VI. **ENFORCEMENT**

1. The Township Solicitor, at the direction of the Board of Supervisors, shall be charged with the responsibility of obtaining equitable, injunctive or other appropriate relief in the Court of Common Pleas of Chester County, before a District Justice, or before appropriate administrative boards to secure compliance with the provisions of this Agreement only after _____ has been provided, by the Township, the opportunity to remedy and identify, item of non-compliance.
2. _____, or any person acting on its behalf, who or which violates any provision of this Agreement shall be guilty of a summary offence and, upon conviction thereof, shall be sentenced for the first offense to pay a fine not in excess of One Thousand (\$1,000.00) Dollars, which fine shall be paid into the Township Treasurer upon judgment against any person.

3. Sewage facilities on or within the _____ Property which are in violation of the provisions of this Agreement are declared to be a public nuisance abatable as such and the Township may exercise any and all legal or equitable means for the abatement of a public nuisance granted to it by law, rule or regulation in addition to the powers granted hereunder. The elimination by the Township of the public nuisance shall include but not be limited to the Township having a contractor enter the non-compliant property and perform the required pumping as mandated by this Agreement and place a lien against the non-compliant property for the cost of the pumping, the cost of preparing the lien, the cost of filing the lien and the cost of satisfying the lien plus ten (10%) percent.

VII. **EFFECTIVE DATE**

This Agreement shall become effective immediately upon signing hereof and shall apply to all sewage facilities of whatever nature located with the _____ Property situated in Penn Township.

Adopted and entered into this _____ day of _____
20____.

PENN TOWNSHIP BOARD OF SUPERVISORS

ATTEST:

Chairman

Vice-Chairman

Supervisor

Supervisor

Supervisor

APPLICANT'S SIGNATURE: _____

STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES OPERATIONS, MAINTENANCE AND INSPECTION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the "Landowner"), and Penn Township, Chester County, Pennsylvania, (hereinafter "Township");

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Chester County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property"), a copy of which is attached hereto as Exhibit A.

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Landowner has proposed a subdivision and/or land development more particularly described and depicted on certain plans entitled "_____", prepared by _____, dated _____, bearing a final revision date of _____, 20____, (hereinafter referred to as the "Plan"), which is attached hereto as Exhibit B and made part hereof, and the Stormwater Controls and BMP Inspection and Maintenance Plan, as required by the Penn Township Subdivision and Land Development Ordinance §414.18.J and §414.19.A, executed by the Landowner and approved by the Township (hereinafter referred to as the "BMP Plan") for the property identified herein, which is attached hereto as Exhibit C and made part hereof, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs); and

WHEREAS, the Township and the Landowner, his successors, and assigns agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site stormwater BMPs be constructed and maintained on the Property; and

WHEREAS, Landowner, their heirs and assigns are responsible for the construction, improvement and permanent maintenance of those improvements, changes and/or modifications described in Exhibits B and C. The obligation commences upon construction and continues permanently thereafter; and

WHEREAS, the Township, as part of the MS4 Permit Program administered by the Pennsylvania Department of Environmental Protection, holds a permit to discharge stormwater into the local waterways. As part of this permit, the Township is responsible for overseeing a stormwater management program that reduces the discharge of pollutants to the maximum extent possible, and that satisfies the water quality requirements of the Clean Water Act. As part of the MS4 Program, the Township must perform regular inspections of stormwater BMPs to ensure proper maintenance of these facilities in order to satisfy the illicit discharge detection and elimination component of the Program; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:

- **BMP (Best Management Practice)** – Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge, and to otherwise meet the purposes of the municipal Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters, and detention basins. *(To Be Completed To Include BMPs on Site)*

- *(Description From PA BMP Manual)*
- **Infiltration Trench** – A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer.
- **Seepage Pit** – An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer.
- **Rain Garden** – A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer.
- **MS4** – Municipal Separate Storm Sewer Systems which include catch basins, curbs, gutters, ditches, man-made channels, pipes, tunnels or storm drains that discharge to the waters of the United States. Any system which moves water away from an area to a local water body, such as a BMP outlet structure.
- **MS4 Permit Program** – Stormwater Management Program required by the Environmental Protection Agency, administered by the Pennsylvania Department of Environmental Protection, which permits municipalities to discharge stormwater runoff into the waters of the United States. A Minimum Control Measure (MCM) requirement of this program includes illicit discharge detection and elimination via regular inspections of BMPs within the Township.
- **BMP Outfall** – The point of release (discharge) or potential release of stormwater leading to receiving water or the location at which specified inspection is to occur. For non-point discharge facilities (i.e. infiltration facilities), outfalls include locations of potential release such as an emergency spillway, overflow pipe or other designated control points for which inspection is believed necessary, including upstream and downstream monitoring points.

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the Penn Township Subdivision and Land Development Ordinance be constructed and adequately operated and maintained by the Landowner, his successors, and assigns; and

WHEREAS, the Township is required, by the Pennsylvania Department of Environmental Protection to regularly inspect all stormwater management BMP Outfalls in order to maintain its permit to discharge stormwater to the waters of the United States.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. All of the preceding paragraphs are included herein as if set forth originally.
2. **Maintenance of all Surface Stormwater Drainage Facilities and BMPs by Landowner, its Successors and Assigns:** The Landowner, on behalf of itself and its successors and assigns, are responsible for the installation and maintenance of the modifications, changes and/or improvements described in Exhibits B and C. This obligation may include, but is not limited

to, all mowing, maintenance, repair and replacement of all detention basins, drainage swales, BMPs described in Exhibit C and related surface stormwater facilities depicted on the Plans described above (herein attached as Exhibit B), all costs shall be borne by the owner or owners of the Property where such stormwater facilities are located so that all such basins, swales, surface drainage easements and related facilities shall be kept in good working order at all times.

3. **Construction of BMP Facility by Landowner:** The Landowner shall construct BMPS in accordance with the plans and specifications identified on the Plan.
4. **Duty of Operation & Maintenance of Facility:** The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order acceptable to the Township and in accordance with the specific routine inspection and maintenance requirements noted on the Plan and in the BMP Plan.
5. **Right of Entry on Premises:** The Landowner hereby grants permission to the Township, its authorized agents, and employees to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMPs whenever it deems necessary. Whenever possible, the Township shall notify the Landowner prior to entering the property. Landowner shall reimburse Township for all costs and expenses incurred in these inspections should no funds remain in any escrow account as described hereafter. Should Township enter the Property for inspections and/or correction, Township shall have no obligation to restore, replace and/or replant any trees, shrubs, improvements, and/or vegetation removed and/or disturbed to complete any inspection, repair and/or correction. Landowner grants Township, its successors and assigns a permanent easement and access to all areas described in Exhibits B and C for the purpose of access, inspection and/or corrections required assuring compliance with the terms of Exhibits B and C.
6. **Failure to Maintain:** In the event that the Landowner fails to operate and maintain the BMPs as shown on the Plan and as described in the BMP Plan, in good working order acceptable to the Township, the Township, its authorized agents, and/or employees may enter upon the Property and:
 - a. Take whatever action is deemed necessary to maintain said BMPs. This provision shall not be construed to allow the Township to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
 - b. Require such monitoring, analysis and reporting as the Township determines necessary to assure compliance.
 - c. Order the elimination of all prohibited discharges.
 - d. Cease all violating discharges, practices, or operations.
 - e. Impose all remedies, fines and/or costs as may then exist under then current controlling Ordinances.
 - f. Require the implementation of these stormwater BMPs and/or the proper operation and maintenance of all stormwater BMPs.

- g. Suspend or revoke any building, land development or other permit or approval for Regulated Earth Disturbance Activities issued by the Township for Non-compliance with or failure to implement any provision of the permit and/or the Plans described in Exhibits B and C; and/or any violation of the controlling Ordinance(s).
 - h. Township shall provide ten days' written notice to correct any of the defective and/or failure as described herein, unless Township determines a risk or hazard to public health, safety and welfare exists. Should the Township determine that such risk exists Township may correct the defects immediately, and Landowner shall reimburse Township for all costs, expenses and fees incurred in such correction.
 - i. In the event Township expends any funds for work of any nature, labor, use of equipment, engagement of contractors, use of equipment, supplies, consultants, legal fees, filing fees and/or any other cost to assure compliance with Exhibits B and C, Landowner shall reimburse Township for all sums expended by Township to assure compliance, including but not limited to all corrective measures, legal fees and an administrative fee in the amount of ten percent (10%) of any invoice.
 - j. The Township may, in addition to the remedies described in this Agreement, file an action at law and/or in equity, and all services/materials described herein are recognizable services and/or materials under the terms of the Pennsylvania Municipal Liens Law.
7. **Establishment of Stormwater Management Facility Maintenance Financial Security:** The Landowner shall, at the time of execution hereof, deposit with the Township a sum of \$ _____ which is equal to fifteen (15) percent of the construction costs for stormwater management facilities, as calculated by the Landowner and approved by the Township Engineer, to establish financial security for Stormwater Management Facility Maintenance and Inspection. Said security shall stay in place for a period of five (5) years for which the funds shall be utilized for inspections and all repairs deemed necessary to maintain said BMPs, as outlined in the Plan and BMP Plan, in the event the Landowner fails to maintain. The payment of this initial sum does not reduce and/or eliminate Landowner's obligation to reimburse Township for all costs incurred by the Township at any time for the inspection and/or repair of the Facility.
8. **Reimbursement by Landowner and Right to File Liens.** In the event that the Township performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Township shall use the funds held in the Stormwater Management Facility Maintenance Financial Security, and the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within ten (10) days of receipt of an invoice from the Township. Failure of the Property owner to immediately reimburse the Township as required by this paragraph shall entitle the Township to place a lien (in any manner provided for by law) upon the Property or properties whose obligations under this Agreement were satisfied by the Township. **LANDOWNER DOES HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA OR OF ANY OTHER STATE TO APPEAR FOR HIM OR HER AND CONFESS JUDGMENT IN FAVOR OF PENN TOWNSHIP IN THE AMOUNT AS DETERMINED BY A AFFIDAVIT SIGNED BY THE TOWNSHIP SECRETARY AND INCURRED BY THE TOWNSHIP PURSUANT TO LANDOWNERS' FAILURE TO SATISFY THIS AGREEMENT TOGETHER WITH ALL COSTS OF SUIT AND EXPENSES.**

9. **No Waiver:** In the event the Township shall enter upon any of the areas provided for by this Agreement to perform the Property owner's obligations under this Agreement, such performances by the Township shall not act as a waiver of the Property owner's continuing and future obligations under this Agreement.
10. **Purpose of Agreement:** The intent and purpose of this Agreement is to ensure the proper maintenance and inspection of the on-site BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

Landowner shall include the following notice to the deed of ownership for the Property described in Exhibit A, and in all deeds subsequently conveying all or any portion of the real property, a covenant binding Landowners and all successors in interest designating the responsibility for operation and maintenance of the facilities described in Exhibits B and C as follows:

"UNDER AND SUBJECT, nevertheless, to the following conditions and restrictions: Prior to the construction of a dwelling or any other earthmoving activities, Grantee shall construct the permanent stormwater management facilities as shown on the stormwater management plans described [INSERT PLAN DATES AND REFERENCES], dated and last revised and approved by Penn Township; thereafter, the Grantee, his heirs, executors, administrators, successors and assigns ("owner"), at his or their sole cost and expense, shall operate, maintain and repair said stormwater management facilities on the lot in accordance with said plan, so that the facilities shall at all times continue to operate and function in the same manner and capacity as they were designed. In the event of the failure of the owner to comply with these conditions and restrictions, and the STORMWATER BEST MANAGEMENT PRACTICES, OPERATIONS AND MAINTENANCE AGREEMENT (AGREEMENT) Penn Township shall have said stormwater management facilities repaired or restored as required, and the costs thereof shall be assessed to the owner; said assessment shall be a charge and a continuing lien upon the property herein, as more fully described in the AGREEMENT, and the plans described therein. Penn Township, before it may exercise this right, shall notify the owner by certified mail of its intention to take the aforementioned action, unless an emergency exists according to the terms of the AGREEMENT. The notice shall set forth in what manner the owner has neglected the operation and maintenance of or repair to the stormwater management facilities and/or comply with the terms of the AGREEMENT, and if the owner fails to correct or repair the items listed in the notice from Penn Township, then Penn Township shall exercise their rights contained in this AGREEMENT, as well as any other Statutory authority. Owner shall reimburse Township for all fees, costs and professional consultant fees incurred to satisfy all annual reports (including but not limited to DEP MS4 Reports) required by any State, Federal or Local Agency. This covenant shall run with the land."

11. **Release of Township:** The Landowner, its executors, administrators, assigns, and other successors in interest shall release the Township's employees and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs by the Landowner or Township. In the event that a claim is asserted against the Township, its designated representatives, or employees, the Township shall promptly notify the Landowner, and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Township's employees or

designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.

12. **Duty to Inspect by Township:** The Township shall inspect the BMP(s) at a minimum of once every three (3) years to ensure their continued functioning as part of the MS4 Permit Program.
13. **Establishment of Stormwater Management Facility Inspection Escrow:** The Landowner shall at the time of execution hereof, deposit with the Township a sum of \$ which is equal to \$2,200.00 per BMP Outfall to establish a Stormwater Management Facility Inspection Escrow representing the reasonable estimated cost and expenses for the Township to inspect the Landowner's BMP Outfalls as part of the MS4 Permit Program once every three (3) years for a length of ten (10) years. Thereafter, Landowner shall reimburse Township for all fees, costs and expenses incurred to assure compliance and inspection as required in this Agreement. Township shall pay all cost and expenses for the inspection of the Landowner's BMP Outfalls as part of the MS4 Permit Program from said funds from time to time as necessary. In the event the fund is insufficient to reimburse Township at any time, Landowner agrees to provide additional funds within ten days written notice from Township. The MSR Permit Program, and other controlling agency requirements may vary subsequent to the date of this Agreement. The then date of any requirements necessary for Township compliance shall determine the amount of the obligations under the terms of this Agreement.
14. **Recording of Agreement/Covenant Running with the Land:** This agreement shall be recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs, and any other successors in interest, in perpetuity.
15. **Required Parties.** All owners of the real property described in Exhibit A, and all applicants who are not owners of the land must sign this Agreement. All responsibility and obligations contained herein shall be joint and/or several. The Agreement is not complete and no permit will be issued until the Landowner provides proof of recording with the Office of Recorder of Deeds, West Chester, Chester County, PA, and delivers a certified recorded copy to the Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first above written:

WITNESS the following signatures and seals:

ATTEST:

PENN TOWNSHIP:

APPLICANT(S):

OWNER(S):

ATTEST:

_____ (City, Borough, Township)

County of _____, Pennsylvania

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20__, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 20__.

NOTARY PUBLIC

(SEAL)

**IMPROVEMENT COMPLETION AGREEMENT
PENN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

NAME OF DEVELOPMENT:
LOCATION OF DEVELOPMENT:
AMOUNT OF SECURITY:
TYPE OF SECURITY:
EXPIRATION DATE:

() RESTRICTIVE ACCOUNT () LETTER OF CREDIT () BOND

**Penn Township
260 Lewis Road
West Grove, PA 19390**

This Agreement made this ____ day of _____, 20__, by and between _____, which/who is referred to as Developer, _____, which is referred to as Escrow Agent in the event Developer utilizes a restrictive account for this agreement, or _____, which is referred to as Bank in the event that Developer utilizes a letter of credit for this agreement, or _____, which is referred to as Company in the event that Developer utilizes a bond for this agreement, and the Board of Supervisors of _____ Township, who will be referred to as Township. For the purposes of this Agreement, the designation of escrow agent, issuer and/or provider shall be inter-changeable, when identifying the source of the financial security supplied on behalf of Developer.

WHEREAS, Developer applied for the approval of a subdivision/land development plan pursuant to the requirements of the _____ Township Subdivision and Land Development Ordinance, as amended, which is referred to as Ordinance in this Agreement. The plan was prepared by _____, will be identified as and referred to as Plan No. _____, dated _____ and is located at _____. Township approved Developer's _____ Plan on _____.

WHEREAS, the approval of this Plan has or will require the construction of the improvements shown on this Plan, and or the satisfaction of all conditions included along with the approval of this Plan; and

WHEREAS, Developer has agreed to provide adequate financial security, as is required under the terms of the PA Municipalities Planning Code (MPC) to assure the installation of all improvements, and satisfaction in lieu of completion prior to the approval or recording of a final plan under the Ordinance; and

WHEREAS, Developer agrees to reimburse Township for the reasonable costs, engineering fees, professional review fees, and /or administrative expenses incurred to assure the proper installation of the improvements and compliance with conditions contained the approved plan.

WHEREAS, Developer agrees the execution of this Agreement shall be deemed as a part of the subdivision/land development application and approval by Township.

NOW THEREFORE, for good and legal consideration, the sufficiency of which is acknowledged, intending to be legally bound, the parties agree as follows:

1. The final plan with all conditions of the approval and the preceding recitals are included by reference.

2. Developer agrees to pay all reasonable engineering, professional experts, legal fees and administrative costs, which Township may incur by reason of or in connection with the work and services required to assure the installation of all improvements and satisfaction of all conditions. Developer agrees to provide a deposit for placement in escrow, in addition to the amount of financial security, which the Township engineer determines necessary financial security for all improvements under the terms of the MPC. Township will place this payment in an escrow account at a reputable financial institution, selected by the Township, and Developer authorizes Township to satisfy the costs incurred for these professional engineering/review fees, legal fees, and administrative expenses, as incurred by Township. The amount of financial security, as is described hereafter, also includes the projected professional engineering/review fees, legal fees, and administrative costs, but Developer understands and agrees that the projected amount of these fees, costs and expenses may exceed the total amount of the initial payment in escrow. Developer must maintain an amount in this escrow account sufficient at all times to enable Township to promptly pay these reasonable fees, costs and expenses. Township may pay all invoices submitted to Township for any engineering fees, professional review expenses, legal fees and administrative expenses incurred in connection with the review of the installation of any improvement, and/or the satisfaction of any condition of the approval for this plan, as permitted by the MPC. Payment of these fees, costs and expenses shall be made pursuant to the authorizations and requisitions presented to Township. Presentation of these requisitions shall be deemed complete by Township's authorization for payment. Township shall supply Developer with copies of these payments upon written request by Developer. In the event that Developer fails to maintain an amount, which Township deems suitable as is determined by the amount of projected improvements remaining and Township's experience with comparable projects, Developer authorizes and directs Township to demand payment of that amount of money, as Township determines reasonably necessary to review projected completion of the then status of the required improvements and conditions, from the provider of the financial security, regardless of the type of security provided for this Agreement. The provider of this financial security shall pay Township that amount of money from the total financial security under this Agreement upon presentation of this paragraph and written demand of payment. Developer's obligation to promptly pay all of the fees, costs and expenses incurred by Township in the review of this plan, is distinct

from and in addition to that amount Township determines necessary to assure the proper installation of all improvements and conditions as shown on the plan described in paragraph six although the financial security may include an amount, which will assure the payment of these expenses.

3. Developer will complete the improvements and satisfy all of the conditions of approval by Township for this plan within one-year from the date of this Agreement. Developer agrees to satisfy all of the requirements shown on the Plan, and conditions included with the approval of this Plan, and that these shall include, but are not limited to the excavation and installation of all roads according to the specifications shown on the Plan; all walkways, curbs, gutters, sidewalks, trails, sewers, storm drains, street name signs, shade trees, monuments, cross walks, fire hydrants, water mains/lines and all other public improvements, facilities and common amenities, including but not limited to recreational facilities, open space improvements, buffer or screen plantings, common areas, community centers, and the establishment of all associations or other entity, which will be responsible for the operation and/or control of any common areas and/or open spaces.

4. Developer agrees to install and complete all of the control measures and other conditions required under the terms of the approval to satisfy the sedimentation and soil erosion sections of the Ordinance. These measures shall include, but are not limited to water basins, storm drains, swales, piping, storm water detention/retention basins, and other related drainage facilities, to be installed and/or performed, as applicable. Developer shall comply with all conditions, as shown on the plan and/or included as a condition of the approval of the Plan, in the Sedimentation and Erosion Control Plan. Developer will maintain or assure the maintenance and/or operation of these improvements and control measures. In the event that Township requires Developer to provide a specific amount of money to be paid to Township for the maintenance of any water or detention/retention basins, Developer agrees that Township may expend those sums as Township, in its sole discretion, deems suitable.

5. Developer has provided a projected cost estimate to satisfy all of the improvements and conditions included with the approval of plan. Township's engineer has reviewed that amount, and both parties agree that the fair and reasonable estimate of the costs for the installation of the improvements, satisfaction of all conditions, and projected fees, costs and expenses, as outlined in paragraph one is appended to this Agreement as Exhibit A.

6. Simultaneously with the execution of this Agreement, Developer has provided financial security, as defined in Section 509 of the MPC, in the amount _____, which is equal to one-hundred ten percent (110%) of the costs shown in Exhibit A, estimated as of ninety (90) days following the date scheduled for completion of the improvements by Developer. Developer has selected the relevant source of the security, as is indicted by following notation:

- (a) _____ A restrictive account in which the required financial security is reserved by and with an Escrow Agent, subject to the terms and conditions of this Agreement.
- (b) _____ A cash escrow account in which the required financial security is deposited with the Escrow Agent, subject to the terms and conditions of this Agreement.
- (c) _____ Issuance by the Escrow Agent to Township, as the sole beneficiary, of the Issuer's irrevocable letter of credit in the amount of the required financial security. Escrow Agent, who shall be known as the Issuer, shall be subject to the terms and conditions of this Agreement.
- (d) _____ A guaranty and completion bond issued by an insurance company or approved bonding company, as surety, in the amount of the required financial security. The provider and surety of this financial security shall have the same obligation to pay all sums upon requested by Township under this Agreement according to the procedures contained in this Agreement. Township must approve the terms and conditions of any performance bond. This bond shall include, as a minimum requirement, the duty to pay for any fee, cost, expense, which Township certifies as then owed, and may not include any provision, which permits the provider of this bond to pay only after Township incurs a loss, or first pays an obligation. Township will deliver the provider proof of payment of these costs, expenses and fees paid from this fund under the terms of this Agreement pursuant to Developer's obligation to satisfy the terms of this Agreement.

Paragraph two identifies Developer's obligation to establish an escrow fund for the payment of review and inspection fees. The obligation to establish this escrow fund is separate from and addition to the amount included in the financial security, which is provided to assure the payment of all obligations. Township will release that portion of the financial security identified for the payment of the review/inspection fees provided Developer maintains a sufficient amount to pay all then current obligations. The amount released shall be in proportion to the balance of the account as compared to the then remaining inspections. The issuer/provider of the financial security shall release that portion of the financial security as requested by Township in writing. The financial security may be set annually by the Township based upon an estimate of the costs of completion of the required improvements and conditions remaining, as determined by the Township Engineer. Should any dispute arise concerning the amount of the security, the amount shall be resolved by Section 509 of the MPC. Should Developer fail to complete the improvements within one (1) year of the date of the financial security, the amount of the security shall be automatically increased to the higher of the following; a) ten per cent (10%) for each one year beyond the first anniversary from posting of the security, or by an amount not exceeding one hundred ten per cent (110%) of the costs for the completion of the improvements not yet completed and satisfaction of all conditions as reestablished on or about the expiration of the preceding one-year period. If the Developer fails to increase the security as required by this Agreement, Developer shall be in default of this

Agreement, and Township may revoke all building permits, and/or refuse to grant new building and/or occupancy permits, until Developer provides the proper financial security.

Developer shall, at least forty-five (45) days prior to the expiration of the initial financial security, notify the Township of the need to extend the date for completion of the public improvements, and shall post with the Township, at least thirty (30) days before the expiration of the financial security, an approved financial security, established in accordance with the terms of this Agreement. Should Developer fail to provide the security at least thirty (30) days prior to the expiration of the then term of any financial security, Developer shall be deemed in default, and Township is authorized to cure this default by demanding payment from the provider of the financial security by such format as Township deems suitable. Unless the Township indicates to the contrary, the issuer/provider of the financial security shall pay the remaining financial security to the Township.

7. Developer agrees that the financial security is provided to assure the timely, complete and proper installation of all improvements shown on the Plan, and comply with all conditions of the approval, including all expenses incurred in the review/inspection of the process of installation and compliance. In the event that Developer shall fail, or neglect to comply with a correction/compliance notice from Engineer in a timely manner, refuse to undertake or complete the installation of all required improvements, or satisfy all conditions contained in the approval, and/or complete all of the requirements of this Agreement; or fail to complete the improvements within the time required in this Agreement, or abandon/unduly delay the completion of the improvements; or fail to correct or complete omitted work; or fail to complete the improvements in a good and workmanlike manner, Township may, based upon the recommendation from its Engineer, notify Developer of Township's intention to undertake and/or complete the then remaining improvements and/or conditions. Township shall provide Developer with written notice, which specifies the necessary work for completion, corrections and/or compliance requirements, and Developer must satisfy and/or complete the items Township has identified, within twenty (20) days from the date of the written notice, unless Township has provided a shorter compliance period based upon the level of urgency of the outstanding omissions/conditions. Should Developer fail to comply with and satisfy the items contained in the written notice, Township will notify the provider of the financial security of Developer's failure to comply with the notice, and demand payment of that amount, or all of the remaining assets of the financial security from the provider of this financial security, as Township determines necessary to adequately protect the integrity and installation of the improvements and/or compliance with all conditions. This obligation to promptly pay from this financial security exists regardless of the type of financial security provided by Developer. For the purpose of this Agreement, prompt payment from the financial security requires the issuer/escrow agent/bond provider to pay Township the amount requested within five (5) days from the date of the written request. The provider of the financial security expressly accepts and acknowledges the irrevocable obligation to comply with the terms of this Agreement, and the Provider shall have no right to delay, dispute or otherwise withhold any amounts Township requests under the terms of this

Agreement. In the event that the amount remaining in the financial security is insufficient to pay fully all of the costs remaining and/or assure compliance with all conditions, Developer agrees to pay to Township the additional amount required to complete all improvements and satisfy all conditions of the approval. In the event Township does not demand payment of the then remaining balance of the financial security at the expiration within the time as required by this Agreement, the provider of the financial security may either pay the then remaining balance of the financial security to Township or may, at its options, send by certified mail, return receipt required to Township and its Solicitor, that it will terminate its obligations effective on the ninetieth (90th) day after Township and Solicitor have received notice. These standards shall apply to all types of financial security utilized by Developer to satisfy this Agreement.

8. Developer covenants and agrees that all of installations and maintenance identified in the Plan shall be completed in a good and workmanlike manner. Developer shall complete all conditions in a timely manner as contained in the Plan and approved by Township. Developer agrees that the Township Engineer, or such person as Township identifies, shall review and inspect the extent to which Developer has completed the improvements, and/or satisfied the conditions contained in the approval. Developer will comply with and satisfy all recommendations and/or objections, which the Engineer identifies. Developer will satisfy all recommendations and objections within seven (7) days of the date of the written notification by Engineer to Developer, unless Engineer determines that the then conditions or objections require a shorter period, as identified in the written notice to Developer. Developer agrees to cease all work and/or construction of the improvements in the event that Developer does not comply with the written notice from Engineer, as required in the written notification. All payments must be made to Township within five (5) days of the date of the written request/demand from Township.

9. Developer agrees that all underground facilities will be installed in paved areas prior to paving any streets, installation of curbs, trails and sidewalks.

10. In the event that Developer provides a restrictive account as the basis for the financial security, Escrow Agent agrees to set aside the total amount of the above-specified financial security as a portion of a loan, which is established between Developer and Escrow Agent. Escrow Agent's obligation to disburse the escrow funds on the demand by Township and in accordance with the terms of this Agreement, a copy of which Escrow Agent acknowledges having received and read, and shall not be impaired by the default of Developer under any loan agreement, which provided the basis for this financial security, by the termination of any loans between Escrow Agent, or the termination of business relations between Escrow Agent and Developer. Escrow Agent agrees that it has no discretion with respect to payment over of the funds provided in this Agreement to Township, and that when Township makes demand for payment under this Agreement, Escrow Agent will pay over the funds, in any amount up to the full amount remaining at any time, in accordance with the terms of this Agreement. Escrow Agent has no discretion whatsoever with respect to whether Township is right or correct in its demand for the funds, and Escrow Agent's sole responsibility is to pay over these funds to Township.

11. In the event that Developer provides a letter of credit as the basis for the financial security, the issuer of this irrevocable letter of credit, is identified as Escrow Agent. The obligations of the issuer of the letter of credit shall be the same as the escrow agent for a restrictive account.

12. In the event Developer provides a bond as the basis for the financial security, the surety, guarantor and/or provider shall have the same obligations as the escrow agent for a restrictive account. The provider of this bond is identified as escrow agent/bond for the purposes of this Agreement. The terms of the surety agreement and bond must include minimum terms, which satisfy the same obligations contained in paragraph ten. The terms of the performance bond must assure the performance of Developer under the terms of this Agreement, and permit Township to withdraw funds, upon demand from the Township, to assure compliance with the terms of the Agreement, including but not limited to the payment of review/inspection fees, administrative expenses, condition compliance and installation of improvements costs as shown in the Plan. The bond may not require Township to expend any funds or incur a loss prior to their right to receive payment under the terms of this Agreement.

13. Township and/or its Solicitor must review and approve all forms of financial security and supporting documents. For the purposes of this Agreement no financial institution shall be eligible to provide any financial security unless that institution is a federally insured lending institution, in good standing and authorized to conduct business within the Commonwealth of Pennsylvania. Only a bonding company, in good standing and licensed by the Commonwealth of Pennsylvania shall be eligible to provide financial security. For the purposes of this Agreement, the insurance company providing the bond/surety must have the highest Best rating.

14. Developer and Township agree that the duties of the escrow agent, issuer and/or provider of financial security shall be administrative and not discretionary. Each must act only in accordance with written instructions from Township. Aside from the continued maintenance of the amount of money required as financial security, the escrow agent, issuer or provider of financial security shall incur any obligation caused by Developer's failure to comply with the terms of this Agreement. Provided the escrow agent, issuer and/or provider of the financial security retains the level of financial security contained in this Agreement, releases funds from that source only upon written permission from Township, or the person Township designates, pays all amount Township demands within five (5) days from the date of the written demand of payment from Township and complies with all provisions of this Agreement, Township waives its right to institute an action against it under this Agreement. Except for the negligence of Escrow Agent, issuer or provider, Developer agrees to indemnify Escrow Agent/Issuer and hold it harmless from and against all claims, demands, costs, liabilities and expenses, including counsel fees, which may arise as a result of the execution of this Agreement

15. Developer shall be entitled to apply for building permits for the construction of the improvements shown in Plan, subject to the compliance of all applicable codes, ordinances and regulations so long as Developer satisfies the following on a continuous basis: (a) All plans are timely and lawfully recorded; (b) Developer supplies Township

with two copies of the recorded plan; (c) Developer has provided and maintains, as required by this Agreement, the required amount of financial security; (d) The escrow account balance established for the payment of all review and administrative fees is sufficient to pay all invoices, and the then remaining review and administrative expenses; (e) The existence of a homeowner's association in the event the approval included such a condition, which is organized and able to fulfill its obligations under that condition; (f) The recording of all required Declarations of Covenants and Restriction, and shall supply a recorded copy to the Township; (g) Delivery of a title insurance policy, from a reputable company, providing proof that any area, which will be offered for public dedication, is free of liens and encumbrances; (h) Delivery of a fully executed deed of dedication for all areas approved by Township on the Plan as public improvements. These shall include, but are not limited to deeds for all roadways and/or trails. The delivery of this deed or deeds of dedication to Township shall constitute a continuing, irrevocable offer to dedicate those improvements described in this deed or deeds of dedication to Township, which Township may accept any time by written resolution at any public meeting; (i) Proof that a waiver of liens is filed prior to the commencement of any work on any improvement, which is intended for public dedication; (j) All other requirements of the Township Ordinances and regulations have been satisfied.

16. Developer agrees to be responsible for and to remove all snow/ice from and to salt, cinder and make passable all streets and roads within the development and to keep the same passable subsequent to the issuance of the first building permit until Township accepts the offer of dedication. Developer must provide the name, address, telephone numbers (including cell number for emergency contact) of the person or entity responsible to satisfy this obligation in writing no later than November 15 each year. Should Developer fail to satisfy the requirements of this paragraph, Township may, in its discretion, without prior notice to Developer, do whatever it deems suitable to assure safe and passable roads, and Developer will reimburse Township for all costs, together with an administrative fee in the amount of twenty percent (20%) incurred to satisfy the obligations of this paragraph. Township may demand payment for these services from the financial security, and in the event the payment results in a deficiency in the remaining balance to satisfy the remaining obligations contained in Exhibit A, Developer will pay that amount necessary to restore the balance of the financial security prior to the payment under this paragraph. Developer releases Township from any damage, loss and/or injury sustained to any improvement as a result of the services provided by or on behalf of Township under this paragraph. Developer must notify all purchasers of lots in this Plan that school bus transportation service is not available until and unless Township accepts the offer of dedication. Developer shall pay for all fees and costs in connection with any street lighting and/or water services provided for any fire hydrants in the development until such time as Township agrees to accept responsibility for these obligations as part of the offer and acceptance of the improvements in this development.

17. All improvements containing a part of the storm water design system on any lot, which are not accepted by Township, shall be described as an easement running with the land, and shall include a right for Township to inspect those areas. In the event the approval included an obligation for the then lot owner to maintain or refrain from use of that portion of the lot, Developer and any subsequent transferor of the lot, shall provide

separate notification to the transferee of the status and/or obligation under the terms of the easement.

18. Developer may request release or withdrawal of an amount or amounts, which the Township Engineer certifies, represents the cost or value of actual work completed satisfactorily. The provider of the financial security is authorized to pay only that amount, which Township, or its representative duly appointed in writing, authorizes by written approval for payment of those amounts required in this Agreement. Developer has provided, and Township approved, a schedule, which identifies payments for each component of the improvements. Developer may request approval from Township, which shall not be unreasonably withheld, for the release for payment of each stage of satisfactory completion, which Township Engineer has reviewed and approved. Developer shall provide written request for each payment, and Township shall have forty-five (45) days from receipt of this request to review and certify compliance with this Agreement. Township will retain ten percent (10%) of the estimated value of said improvements prior to final release to assure Developer has satisfied all requirements of this Agreement. Township's failure to respond to a written request within forty-five (45) days shall be deemed an approval of the request.

19. In those plans in which Township has approved the development of land in phases or stages, Township may require financial security for the all of the stages initially, or in such amounts for combination of stages/phases, as Township deems necessary to assure the proper installation and use of the improvements contained in each or combined stages/phases. Developer must provide financial security for each stage/phase prior to commencement of any construction for that phase/stage, and Township will issue no building permits until Developer satisfies the requirements of this Agreement.

20. For the purposes of this Agreement, a default shall mean any of the following: (a) Developer's failure to comply with the design, construction, installation, completion and/or dedication as required in the Plan and/or Township approval; (b) The failure to comply and complete all improvements and conditions according to the timely manner as required by this Agreement; (c) Developer's abandonment or undue delay in the work, installation and/or construction of all improvements. For the purposes of this Agreement, abandonment shall occur if Developer completes no substantial improvements within any thirty-day period, and/or permits any installed improvements to deteriorate. An unacceptable delay occurs when Developer fails to comply with Township's reasonable request to complete improvements, and or failure to comply with any of the conditions contained on the Plan and/or in Township's approval; (d) Failure to correct or complete work, which Township Engineer has determined is defective and/or omitted; or (e) The failure to pay all fee, costs and expenses required by this Agreement, including but not limited to the maintenance of a current and adequate escrow account to pay for all review, inspection and administrative expenses. Should a default occur at any time, Township shall have cumulative remedies, which it may exercise at any time and/or for as many times as Township deems necessary. All remedies are cumulative, and Township may exercise any of them without consent of Developer, escrow agent and/or any provider of the financial security, all of whom must satisfy Township's demand

within seven days of the date of that demand. These remedies include, but are not limited to the following:

- (a) Declare the Developer in default. Township may then use such amounts, or all of the financial security to cure the default. In the event that the then remaining balance of the financial security is insufficient to pay for the materials and services necessary to remedy Developer's default, Developer agrees to pay Township all additional sums necessary to pay for the completion or correction of required work.
- (b) The removal of any contractor and/or subcontractor, material man or other person, which is or has provided materials and/or services. All material then located or installed at the site shall remain for use as Township deems suitable. Township may replace any contractor and/or subcontractor with any reputable person or entity, without any necessity of obtaining any bids, and Township may use all funds from the financial security to satisfy all obligations to the replacement contractor and/or subcontractor.
- (c) The removal of any contractor, material man, laborer or other person and contracting for the substitution therefore in the name and upon the sole credit of Developer, without necessity of requiring public bidding.
- (d) Should the Developer fail to maintain the required amount of financial security, as defined in this Agreement, or pay for any additional services and/or materials, as required herein, Developer authorizes the Prothonotary, or any attorney of any Court of Record, to appear for and confess judgment against him, her or it, in favor of Township, or other person entitled to it, in an amount shown by an assessment of then amount necessary to correct or complete the basis for the default (damages), certified only by Township Engineer, along with the costs of any suit, release of errors and/or expenses incurred in this procedure. Township may enter this judgment by the filing of a confirmed copy of this Agreement, which shall be a sufficient warrant to permit the entry of the judgment, which is contained in Township's assessment. Developer waives the right of inquisition on any real estate, and authorizes the Prothonotary to enter a voluntary condemnation of the same and authorizes the same to be sold upon a writ of execution. Developer waives the right under any law now in existence, or enacted hereafter, which would exempt real and/or personal property from sales and execution. The provision for confession of judgment shall not be deemed exhausted by a single exercise under this Agreement, but may be exercised as frequently and for such as amounts as Township deems necessary to satisfy any remaining obligations.
- (e) Township may cause any default in improvements, corrections, repairs, maintenance or removal to be cured, pay the same and enter the amounts against any assets, including but not limited to the land on which the improvements are made, as Township determines suitable.

(f) Any other remedy at law or in equity.

21. Developer authorizes and directs the provider of the financial security, regardless of the type and/or source of this financial security, and the issuer, escrow agent, and/or provider of bond, agrees to hold or maintain the amount of the financial security, undiminished and unimpaired, unless and until Township approves the withdrawal of portions of the financial security by written authorization by Township or a person designated in writing by Township in accordance with the terms and conditions of this Agreement.

22. The issuer/provider of the financial security shall have no duty for the consummation of any of the provisions of this Agreement. However, issuer, escrow agent/provider will not release any funds and/or assets provided as part of this Agreement, unless Township or a person designated in writing by Township, approves the release in writing.

23. Township will authorize the release a part of and/or the balance of the financial security upon certification by Township Engineer that Developer has complied with the terms of this Agreement.

24. Developer will deliver a corrected copy of the Plan (as-built), showing the actual dimensions, locations and conditions of streets and improvements, in accordance with actual construction to Township within thirty (30) days after completion and approval by Township, which must occur prior to Township's acceptance, unless waived by Township.

25. When Developer has completed all of the improvements contained on Plan, and satisfied all conditions contained in the approval, as confirmed by Township Engineer, or person appointed by Township for this purpose, based upon the continuing offer of dedication by Developer to Township, required as a condition of the approval, and/or required by any Township ordinance, Developer must provide the following:

- (a) In addition to the offer and deed required in paragraph fourteen, such additional documents, as Township deems necessary to complete the offer and acceptance of any streets, roads and/or improvements shown on Plan. In the event that water and/or sewer lines will be included as part of the public improvements, Developer shall provide such easements and/or rights of way as Township determines necessary for the maintenance, repair, replacement and/or inspection of all lines;
- (b) A final title insurance policy indicating that all streets and/or public improvements are free and clear of all liens and encumbrances.
- (c) Acceptable financial security, which may be the same as any of the sources identified in this Agreement, in the amount of fifteen (15%) of the actual cost of all improvements in this Agreement to secure the structural integrity and

functioning of the improvements, according to the design and specifications shown in the Plan and/or conditions of the approval. Developer will repair and/or replace any or all of the improvements, which Township, in its sole discretion, determines necessary at any time during the eighteen (18) months following the date of Township resolution to accept the improvements. The term for this financial security for purposes of dedication and acceptance of improvements shall be eighteen (18) months.

- (d) A copy of the recorded plan, or other suitable proof of recording the as-built plan described in paragraph twenty-three (23).
- (e) An amount equal to the total cost of recording all deeds, easements, or rights of way, reasonable inspections, reviews, engineering and administrative and legal expenses necessary for approval and recording of all plans and/or documents. Township has no obligation to accept any offer or tender of dedication. Developer may not offer a portion of the required improvements unless Township authorizes less than the total improvements. Township may defer and/or deny any offer until Developer has completed all improvements and conditions, or until Township determines it is in the best interest to accept all or part of the improvements.
- (f) Payment of all amounts required or agreed as a condition for the management of the storm water facilities to Township.

26. All modifications and/or revisions of this Agreement must be in writing, and attached to this Agreement as an addendum.

27. Developer may not assign this Agreement unless Township approves in writing. The transfer of the land contained in Plan shall not relieve Developer from any of the obligations of this Agreement, unless Township provides a written release and/or satisfaction, the Township approves an Agreement with this same content, and the assignee provides financial security for the completion of the then improvements, according to the procedure contained in this Agreement and the MPC. Township will release Developer and the provider of the financial security upon Township's acceptance of a replacement Agreement and financial security.

28. In the event Developer is unable to obtain a permit from the Chester County Health Department for the installation of a sewage disposal system and/or well, that lot shall be unbuildable. Developer will then combine the unbuildable lot with an adjacent lot, or offer it first to Township for dedication and public use. In the event that Developer does not combine this lot with another, or offer it for public dedication, Developer must provide financial security, in an amount Township Engineer deems suitable, for the permanent maintenance of this lot to assure compliance with all Township ordinances.

IN WITNESS WHEREOF, the parties have signed this Agreement, individually, and/or by and through their duly authorized officers and/or representatives, who warrant that they have apparent and real authority to act on behalf of the legal entity whose names appear below on the date first indicated in this Agreement.

WITNESS:

DEVELOPER:

_____ (SEAL)

ATTEST:

BOARD OF SUPERVISORS
PENN TOWNSHIP

Secretary

Supervisors-Chairman

ATTEST:

ISSUER/ESCROW AGENT/BOND

(Corporate Seal)

BY: _____

Section 505
Premises Identification
Address Numbers
Street or Road Signs

Section 505.1 Address Numbers: New and existing (residential & commercial) buildings shall have approved address numbers, or approved building identification placed in a position to be plainly legible and visible from the street or road fronting property. These numbers shall be Arabic numerals or alphabetic letters. Numbers shall be a minimum of 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19.1 mm) for residential dwellings and a minimum size is 12 inches (304.8 mm) height with a minimum stroke width of 1.75 inch (44.45 mm) for commercial business, health care facilities, medical office buildings, retirement apartment buildings and restaurants.

Section 505.1a Alternative Signage: New and existing (residential & commercial) buildings shall have approved address numbers, or approved building identification placed in a position to be plainly legible and visible from the street or road fronting the property. Signage may be a horizontal reflective green background with white reflective numbers or alphabetic letters purchased through Penn Township or appropriate sized number through your local emergency services provider.

Section 505.2 Street or Road Signs: Street and road signs shall be identified with signs approved by the Township Roadmaster. Temporary signs shall be installed at each street intersection when constructed or new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.

**TOWNSHIP OF PENN
RESOLUTION 2010-03**

**ESTABLISHMENT OF PLAN APPLICATION FEES, REVIEW FEES AND ESCROW
AMOUNTS FOR TOWNSHIP REVIEW OF SUBDIVISION AND LAND
DEVELOPMENT PLANS**

WHEREAS, The Pennsylvania Municipalities Planning Code, Section 503 (1) authorizes the charging of review fees for Land Development and Subdivision applications;

WHEREAS, Article VII of the Penn Township Subdivision and Land Development Ordinance authorizes the Board of Supervisors by Resolution to establish and adopt a schedule of application fees and initial escrow deposits for plan review and processing;

WHEREAS, by Resolution duly adopted, the Board of Supervisors did adopt such Fee Schedule; and

WHEREAS, the Board of Supervisors deems it necessary to amend said Fee schedule.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of Penn Township that the fee schedules above referenced are hereby amended as follows:

- I. To the extent any inconsistency exists between any prior Resolutions, the content of this Resolution shall control.
- II. All applicants shall pay the following amounts as determined by the Township and/or its representative based upon all information provided by the application. An application is considered incomplete until the applicant has satisfied all conditions of this Resolution. The Escrow payment is an estimate as to the amount necessary to reimburse Township for all costs permitted by the PA Municipalities Planning Code. Applicant must restore the balance to the initial payment amount for each category whenever the then balance of any account is reduced by fifty-percent (50%). Any subsequent change in any application and/or density described in the application shall require satisfaction of this Resolution. The fees, costs and escrow requirements are as follows:

RESIDENTIAL DEVELOPMENT

	<u>Application Fee</u>	<u>Review</u>
Minor Subdivision:	\$200.00 plus \$50.00 per unit	\$1,000.00
Sketch Plan:	\$25.00 per unit	\$500.00

MAJOR SUBDIVISION AND LAND DEVELOPMENT

Sketch: Section 202 permits the submission of sketch to facilitate unofficial and informal discussion between the Township and the applicant. The applicant shall deposit the sum of \$2,500 and sign the Professional Plan Review Agreement authorizing the Township to pay all costs and review fees incurred by Township to provide a response to

the applicant. In the event the actual review fees and professional consultant expenses exceed the initial escrow payment, applicant must pay any outstanding balance as a condition to completion of any subsequent plan submission.

Preliminary:

	<u>Application Fee</u>	<u>Review</u>
1) Residential	\$500 plus \$25.00 per unit	\$10, 000.00
2) Commercial, Industrial, Institutional	\$1,000.00 per plan plus \$300.00 per unit	\$10,000.00
3) Commercial, Industrial, Industrial Land Development	\$1,000.00 per plan plus \$0.35 per square foot of floor space	\$1,000.00

Final:

	<u>Application Fee</u>	<u>Review</u>
1) Residential, Commercial, Institutional, Industrial Subdivision	\$1,000.00 per plan	\$10,000.00
2) Commercial, Industrial, Institutional Land Development	\$1,000.00 per plan	\$10, 000.00
3) Reverse Subdivision	\$500.00	\$1,000.00

- III. Township will disburse and/or pay for the reimbursement for all costs, expenses and fees permitted by the Pennsylvania Municipalities Planning Code to those parties completing professional review. Township may disburse all funds directly to satisfy any fee, expense and/or cost directly from any account so long as Township satisfies Section 503 of the Pennsylvania Planning Code.

Applicant's failure to pay all costs and fees contained herein, and/or maintain a then current Review Account balance shall constitute an incomplete application. Township may reject any application and/or permit after providing thirty days written notice, by regular and certified mail to the address contained in the application of their failure to satisfy the terms of this Resolution

- IV. Applicant must submit a separate application fee and escrow account for each type of application and/or submission. Township will not transfer any balance from any prior submission and/or application to a subsequent application or submission, but will provide an explanation and summary for the then balance of each account according to the requirements of the Pennsylvania Municipalities Planning Code.

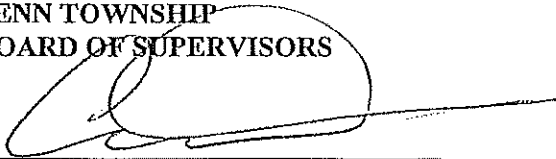
- V. At the conclusion, termination or withdrawal of any application, Township will provide a report of the then status of any account as required by the Pennsylvania Municipalities Planning Code. The applicant may not record any plans until all costs, fees and expenses are paid in full and/or resolved by the procedure for disputed fees as provided in the

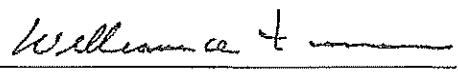
Pennsylvania Planning Code. In lieu of payment of any disputed amount, the applicant may provide financial security to assure payment in the same manner as is provided in Section 509 of the Pennsylvania Municipalities Planning Code.

- VI. The requirements of this Resolution shall complement and be in addition to applicant's obligation to execute all required developer's submission and escrow agreements, as may required by any other Township Ordinance, Resolution or Regulation.

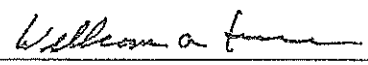
RESOLVED BY the undersigned Supervisors this 7th day of April 2010 and effective immediately.


**PENN TOWNSHIP
BOARD OF SUPERVISORS**


Curtis Mason, Chairman

Robin Marcello, Vice Chairman
William A. Finnen, Supervisor

ATTEST:


William A. Finnen, Secretary

Victor Mantegna, Supervisor
Thomas Barlow, Supervisor

**TOWNSHIP OF PENN
ORDINANCE NO. 2018-01**

AN ORDINANCE CREATING A TRANSPORTATION IMPACT FEE AND MAP IDENTIFYING THE AREAS WITHIN THE TOWNSHIP IT AFFECTS AND CONTROLS TO ENSURE THE COSTS OF NEEDED CAPITAL IMPROVEMENTS FOR NEW GROWTH AND DEVELOPMENT.

Section 1. Title.

This Ordinance shall be known as the "Penn Township Transportation Impact Fee Ordinance."

Section 2. Purpose.

The purpose of this chapter is to establish a transportation impact fee to ensure that the cost of needed capital improvements be applied to new developments in a manner that will allocate equitably the cost of those improvements among property owners such that the Transportation system of the Township is available and adequate to support new growth and development. To advance this objective, there is hereby created a transportation impact fee payable to Penn Township at the time of building permit(s) issuance (See Section 505-A(e) of the MPC).

Section 3. General findings and conditions.

The Penn Township Board of Supervisors hereby finds and declares that:

- A. The conditions and standards for the determination and imposition of the transportation Impact fee set forth herein are those set forth in Act 209 of 1990, Article V-A, Municipal Capital Improvement, of the Pennsylvania The Act, 53 P.S. § 10501-A et seq., and any and all amendments thereto (hereinafter the "Act"), and consists of:
 - 1. The recitals set forth above;
 - 2. The analysis, advice and recommendations of the Transportation Impact Fee Advisory Committee;
 - 3. The Land Use Assumptions Report as approved by the Penn Township Board of Supervisors on September 20, 2017;
 - 4. The Roadway Sufficiency Analysis as approved by the Penn Township Board of Supervisors on March 28, 2018;
 - 5. The Transportation Capital Improvements Plan, as approved by the Penn Township Board of Supervisors April 18, 2018; and
 - 6. Such other conditions and standards as the Penn Township Board of Supervisors may by resolution identify from time to time as being relevant and material to the imposition of a transportation impact fee and consistent with the provisions of the Act and any amendments thereto.
- C. The amount of the per-peak-hour-trip transportation impact fees shall be as set forth in Section 12, "Method of calculation of transportation impact fees" of this Ordinance.

- D. The time, method and procedure for payment of transportation impact fees shall be as set forth in Section 19, "Administration of transportation impact fees" of this Ordinance.
- E. The procedures for credits against transportation impact fees shall be as set forth in Section 20, "Credit" of this Ordinance.
- F. The procedures for refunds of transportation impact fees shall be set forth in Section 21, "Refunds" of this Ordinance.

Section 4. Definitions.

The terms and definitions set forth in § 502-A of the Act are hereby adopted and incorporated by reference in full in this chapter, as if they were attached hereto.

Section 5. Enactment and imposition of transportation impact fees.

There are hereby enacted transportation impact fees to be imposed upon new development, as defined in the Act, for the purpose of off-site public transportation capital improvements authorized by the Act and as described by the Roadway Sufficiency Analysis approved by the Board and the Transportation Capital Improvements Plan approved by the Board. Said transportation impact fees shall apply to all new subdivisions and land developments within the transportation service area established pursuant hereto, and the imposition and payment shall be a condition precedent to final approval of a subdivision or land development plan and issuance of a building permit.

Section 6. Uses.

Transportation impact fees collected pursuant to this chapter shall be expended for costs incurred for improvements attributable to new development and designated in the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan for improvements within the transportation service area in which the new development will be located. Additionally, such fees may be used for the acquisition of land and rights-of-way, engineering, legal and planning costs and all other costs, including debt service related to road improvements within the transportation service area, and including such proportionate amount of the Roadway Sufficiency Analysis as is allowed under the provisions of the Act.

Section 7. Incorporation and adoption of supporting documentation.

The following documents, previously approved by the Penn Township Board of Supervisors, are hereby incorporated by reference in full in the ordinance, as if attached hereto:

- A. Land Use Assumptions Report as approved by Resolution No. 2017-12.
- B. Roadway Sufficiency Analysis as approved by Resolution No. 2018-08.
- C. Transportation Capital Improvements Plan as approved by Resolution No. _____.
- D. **FIGURE 1** "Study Intersections and TSA" map within the Roadway Sufficiency Analysis Report, and incorporated by reference in full herein, as if attached hereto.

Section 8. Special traffic studies.

Where intended to assist in the determination of the appropriate amount of the transportation impact fee, the Township may require an applicant to prepare a special traffic study to determine the traffic generation and circulation patterns in new non-residential land developments of subdivisions; provided however, that no studies may be required when the proposed development will not require a deviation from the Land Use Assumptions resulting in increased density, intensity or trip generation. The special traffic study shall be prepared by a qualified traffic or transportation engineer in accord with generally accepted transportation planning and engineering standards and shall be submitted prior to the imposition of the transportation impact fee and shall be considered in determination of same. The applicant shall be responsible for all costs associated with the special traffic studies.

Where a new nonresidential development is proposed which deviates from the land use assumptions resulting in increased density, intensity or trip generation, the developer shall be required to prepare a special transportation study in order to assist the township in determining traffic generation or circulation and to serve as the basis for the determination of the amount of the transportation impact fee for such development or subdivision. Such transportation studies shall conform to the requirements of the Penn Township Subdivision and Land Development Ordinance. Any such studies shall be submitted prior to the imposition of the impact fee and shall be considered in the determination of said fee.

Section 9. Uniform applicability of transportation impact fee.

This Ordinance shall be uniformly applicable to all subdivision and land developments that occur within the defined transportation service area.

Section 10. Imposition and payment of transportation impact fee as condition to issuance of building permit.

No building permit shall be issued for a subdivision or land development in the transportation service area hereto unless the applicant therefore has paid the transportation impact fees imposed by and calculated pursuant to this chapter.

Section 11. Method of calculation of transportation impact fees.

- A. The transportation impact fees for transportation capital improvements shall be based upon the total costs of the road improvements included in the approved Roadway Sufficiency Analysis and Transportation Capital Improvements Plan within the transportation service area, which are attributable to and necessitated by the new subdivision and/or land development within the transportation service area as calculated in accordance with the Act and herewith, divided by the number of anticipated peak-hour trips generated by all new subdivision and/or land development consistent with a) the approved Land Use Assumptions Report and b) calculated in accordance with the Trip Generation Manual published by the Institute of Transportation Engineers, 10th or subsequent editions, as amended, which is hereby approved by Penn Township, to equal a per-trip cost for transportation Improvements within the transportation service area.
- B. The specific transportation impact fee for a specific new subdivision or land development within the transportation service area for road improvements shall be determined as of

the date of preliminary subdivision or land development approval by multiplying the per-trip cost established for the transportation service area by the estimated number of PM peak-hour trips to be generated by the new subdivision or land development using the Trip Generation Manual published by the Institute of Transportation Engineers, 10th or subsequent editions, as amended.

- C. If the subdivision or land development contains a mix of uses, the applicant must separately calculate the transportation impact fee due for each type of use.
- D. The Penn Township Board of Supervisors may authorize or require the preparation of a special traffic study in order to determine the traffic generation or circulation for a new non-residential development to assist in the determination of the amount of the transportation fee for such subdivision or land development.

Section 12. Establishment of transportation service area.

- A. The transportation service area is established as shown on the **FIGURE 1** "Study Intersections and TSA" map within the Roadway Sufficiency Analysis Report, and incorporated by reference in full herein.
- B. Additional transportation service areas or subareas or combinations of transportation service areas or subareas may be designated by the Penn Township Board of Supervisors from time to time, consistent with the procedure set forth in this chapter and in consideration of the following factors:
 - 1. The Comprehensive Plan;
 - 2. Any standards for adequate public facilities incorporated in the Transportation Capital Improvement Plan;
 - 3. The projected build-out and timing of development areas;
 - 4. The need for and cost of un-programmed transportation improvements necessary to support projected development; and
 - 5. Such other factors as the Penn Township Board of Supervisors may deem relevant.
- C. Fees collected from development and subdivision in the transportation service area shall be used exclusively to fund transportation improvement projects scheduled for that transportation service area.

Section 13. Calculation of per-peak-hour-trip fee for the transportation service area.

The amount of per-peak-hour-trip fee for the transportation service area shall be \$2,259, unless revised or amended in accordance with the provisions hereof and the Act, calculated in accordance with the Act as follows:

- A. Total costs of road improvements in the Transportation Service Area included in the approved Roadway Sufficiency Analysis and Transportation Capital Improvements Plan attributable to and necessitated by new development and subdivision within the Transportation Service Area, including 50% of the estimated costs of improvements to

highways, roads and streets qualifying as a state highway or portion of the rural highway system as provided under the State Highway Law.

B. Total costs attributable to the Transportation Service Area

Section 14. Nonbinding transportation impact fee estimate.

Prior to making an application for a building permit, an applicant may request a nonbinding transportation impact fee estimate from Penn Township which shall be based upon the maximum development potential of the site pursuant to existing zoning regulations, unless the applicant specifies use of the development.

Section 15. Administration of transportation impact fees.

- A. Collection. Transportation impact fees due pursuant to this chapter shall be collected by Penn Township in the manner or manners prescribed herein prior to the issuance of a building permit.
- B. Establishment of the fund. Upon receipt of transportation impact fees, Penn Township shall be responsible for the separate and proper accounting of such fees. All such fees shall be deposited in interest-bearing accounts in a bank authorized to receive deposits of Penn Township funds. Interest earned by each account shall be credited to that account and shall be used solely for the purpose specified for funds of such account.
- 1. Notwithstanding any other provision of this article, and in compliance with Act 209, the Township may expend transportation impact fees paid by an applicant for projects not contained in the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan, or may provide a credit against transportation impact fees for the value of any construction not contained in the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan, which are performed at the applicant's expense if all of the following criteria are met:
 - a. The applicant has provided written consent to use its collected transportation impact fees or the provision of such credit against its transportation impact fees for specific, alternative transportation projects which are not included in the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan;
 - b. The alternative transportation projects, whether highway or multimodal, have as their purpose the reduction of traffic congestion or the removal of vehicle trips from the roadway network; and
 - c. The township amends its Roadway Sufficiency Analysis and Transportation Capital Improvements Plan to provide replacement of the collected transportation impact fees transferred to alternative transportation project from sources other than impact fees or development contributions within three (3) years of completion of the alternative projects to which the transferred transportation impact fees were applied or for which credit was provided.

- C. Establishment and maintenance of accounts. The Township shall establish appropriate trust fund accounts and shall maintain records whereby transportation impact fees collected can be segregated for each transportation service area.
- D. Maintenance of records. The Township shall be responsible for the separate and proper accounting of any transportation impact fees received pursuant to this Article. The Township shall maintain and keep adequate financial records for each such account which shall show the source and disbursement of all revenues, which shall account for all monies received and which shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of projects specified in the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan for the transportation service area.

Section 16. Time, method and procedure for payment.

The transportation impact fee for a specific subdivision or land development shall be paid prior to the issuance of the building permit for the development. The transportation impact fee shall be paid to the municipality in cash, bank cashier's check, certified check or electronic fund transfer approved by the Township in accordance with the provisions of Section 18 hereof.

Section 17. Credit.

Any applicant who shall perform, at its own expense and the consent and agreement of the Penn Township Board of Supervisors, off-site improvement, as herein defined, shall be eligible for a credit from a transportation impact fee otherwise due. Such credit shall not exceed the amount of the transportation impact fee that would have been charged if a credit was not due. The Board at its sole discretion may direct the Township to provide the applicant:

- A. A credit against the Transportation Impact Fee otherwise due in the amount of the fair market value of any land dedicated by the applicant to the Township for future right-of-way, realignment or widening of any existing roadways. The fair market value of the land dedicated by the applicant shall be determined as of the date of the submission of the subdivision or land development application to the Township.
- B. A credit against the Transportation Impact Fee otherwise due for the value of construction of road improvements contained in the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan which are performed at the applicant's expense. The amount of such credit for any transportation capital improvement constructed shall be the amount allocated in the Analysis and Plan, including contingency factors, for such work.
- C. Any applicant who shall perform, at his own expense, and with the consent and agreement of the Board, off-site improvements, as herein defined, shall be eligible for a credit from the Transportation Impact Fee otherwise due in the amount of the actual cost of such off-site improvements as approved by the Township Engineer, only if all of the following criteria are met:
 - 1. The applicant shall enter into an agreement (the "Improvement Agreement") with the Township prior to the issuance of a building permit. The Improvement Agreement shall establish the estimated cost of the off-site improvements, the schedule for initiation and completion of the off-site improvements, a requirement that the off-site improvements be completed to Township and Pennsylvania Department of

Transportation standards and design criteria and other such terms and conditions as deemed necessary by the Board;

2. The Township shall review the Improvement Agreement, verify costs and time schedules, determine if the improvement is contained in the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan, and determine the amount of the applicable credit for such improvement to be applied against the otherwise due transportation impact fee; and
 3. Applicant shall be required to supply financial security sufficient, in the judgment of the Township, to cover the cost of any such improvement installed by the applicant for which the credit is sought.
- D. In no instance shall any credit authorized by the Board pursuant to this Article exceed the amount of the transportation impact fee actually due.

Section 18. Refunds.

Transportation impact fees collected pursuant to this chapter shall be refunded, together with interest earned thereon, to the payor of the transportation impact fees under the following circumstances:

- A. In the event Penn Township terminates or completes the Roadway Sufficiency Analysis and Transportation Capital Improvements Plan and there remains at the time of termination or completion undisbursed funds, the respective payors shall be entitled to a share of the fund balance in the same proportion as the payor's transportation impact fee payment plus interest earned bears to the total transportation impact fees collected plus interest. Penn Township shall provide written notice by certified mail to each person who previously paid the fees and remain undisbursed that such person's proportionate share of the fund balance is available for refund to such person. Such notice shall be provided to the last known address provided by the payor of the transportation impact fees to Penn Township. In the event that any of the funds remain unclaimed following one year after the notice, Penn Township shall be authorized to transfer any funds so remaining to any other fund in Penn Township without any further obligation to refund said funds. It shall be the responsibility of the payor to provide Penn Township at all times with a current address for such notice.
- B. In the event Penn Township fails to commence construction (i.e., earthwork or other municipally defined action) within three years of the scheduled construction dates of the project as set forth in the Roadway Sufficiency Analysis and Transportation Capital Improvement Plan, Penn Township shall refund the portion of the transportation impact fee paid by any payor making written request therefor which is attributable to said project, with accumulated interest; provided, nevertheless, that no refund shall be payable or paid with respect to any project actually commenced prior to the receipt of such refund request, and the failure of a payor to make such written request prior to the commencement of such project shall be deemed a waiver of any right to such refund.
- C. In the event that, upon completion of any road improvements project, the actual expenditure for the project is less than 95% of the budgeted costs for such project, Penn Township shall refund the pro rata difference between the budgeted costs and the actual expenditures, including interest accumulated thereon from the date of payment, to the person or persons who paid the impact fees for such improvements.

- D. In the event the development for which transportation impact fees were paid has not commenced prior to the expiration of the building permit issued therefor, the transportation impact fees paid with accumulated interest shall be refunded to the payor. Further, if a building permit after issuance is altered in such a way as to reduce the amount of the transportation impact fee due, the difference between such amount and the amount actually paid shall be refunded. The payor, at its option, may roll over the transportation impact fees attributable to an expired building permit to cover fees incurred by a new permit.

Section 19. Transportation impact fee as additional and supplemental requirement.

The transportation impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by Penn Township on the subdivision of development of land or the issuance of building permits. Nothing herein contained shall be deemed to alter or affect the Penn Township existing ordinances and regulations regarding on-site improvements. In no event shall a property owner be obligated to pay for transportation capital improvements in an amount in excess of the amount calculated pursuant to this chapter; provided, nevertheless, that a property owner may be required to pay, pursuant Penn Township ordinances, regulations or policies, for other public facilities in addition to the transportation impact fee as provided herein.

Section 20. Retroactive application.

Notwithstanding anything to the contrary contained herein, transportation impact fees may be imposed on those projects involving subdivisions, land developments or planned residential developments for which an application has been filed on or after the first publication of notice of the Township's intent to adopt this Article; provided, however, that such retroactivity does not exceed eighteen (18) months after the adoption of the resolution that created the Committee in connection herewith.

Section 21. Appeals.

Any person required to pay an impact fee shall have the right to contest the land use assumptions, the development and implementation of the transportation capital improvement program, the imposition of impact fees, the periodic updating of the transportation capital improvement program, the refund of impact fees and all other matters relating to impact fees, including the constitutionality or validity of the impact fee ordinance by filing an appeal with the court of common pleas.

A master may be appointed by the court to hear testimony on the issues and return the record and a transcript of the testimony, together with a report and recommendations, or the court may appoint a master to hold a non-record hearing and to make recommendations and return the same to the court, in which case either party may demand a hearing de novo before the court. Any cost incurred by parties in such an appeal shall be the separate responsibility of the parties.

Section 22. Severability

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, section or part hereof. It is hereby

declared as the intent of the Board of the Supervisors of Penn Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 23. Repealer

All Ordinances or part of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

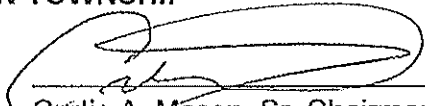
Section 24. Effective Date

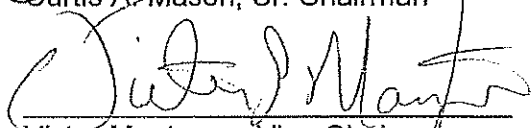
The Ordinance shall become effective in five (5) days from the date of enactment.

ENACTED AND ORDAINED this 2 day of May, 2018 by the Board of Supervisors of Penn Township.

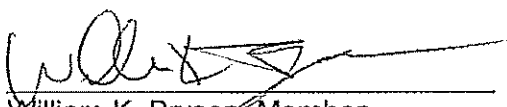
BOARD OF SUPERVISORS PENN TOWNSHIP

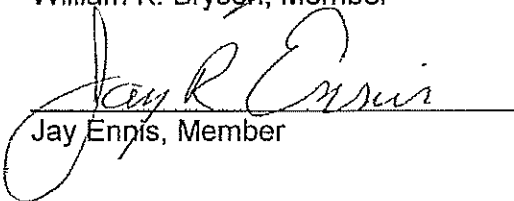
By:


Curtis A. Mason, Sr. Chairman



Victor Mantegna, Vice-Chairman


William O'Connell, Member


William K. Bryson, Member


Jay Ennis, Member

ATTEST:


Caitlin Ianni, Secretary

Penn Township, Chester County, Pennsylvania

ORDINANCE NO. 2003-01

Fire Hydrant Installation and Maintenance Ordinance

WHEREAS, the Board of Supervisors, Act. No. 69, Section 1506, 1933 May 1st, P.L. 103, as amended requires the Board of Supervisors to adopt such rules, regulations and resolutions necessary for the proper management, care and control of Penn Township as well as the maintenance of peace, good government, health and welfare of this township and its citizens; and

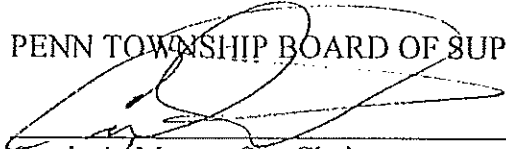
WHEREAS, the Board finds that the safeguarding of life and property from fire and explosion hazards, and from conditions hazardous to life or property in the occupancy of buildings and premises in Penn Township.

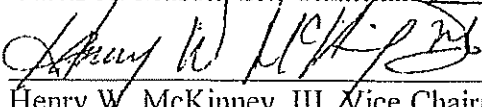
THE BOARD HEREBY RESOLVES that the Township Engineer or such persons as the Board may appoint, along with the Fire Chief or his designated appointment, will plan for fire hydrant installations. This Plan will be available for review at the Penn Township Municipal Building and may be reviewed as the Township determines necessary.

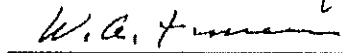
WHEREAS, the Supervisors Board desires the developer to fund the fire hydrant installation and maintenance for five years.

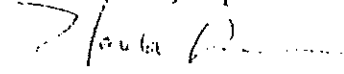
RESOLVED this 7 day of MAY, 2003.

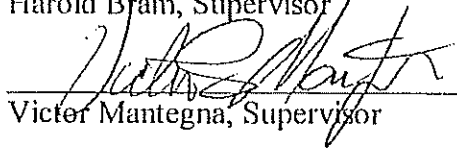
PENN TOWNSHIP BOARD OF SUPERVISORS


Curtis A. Mason, Sr., Chairman

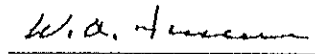

Henry W. McKinney, III, Vice Chairman


W.A. Finnen, Supervisor


Harold Bram, Supervisor


Victor Mantegna, Supervisor

ATTEST:


W. A. Finnen, Secretary

ORDINANCE NO. 2000-9

AN ORDINANCE OF THE TOWNSHIP OF PENN, CHESTER COUNTY, PENNSYLVANIA AMENDING THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE OF PENN TOWNSHIP TO PROVIDE FOR AND ESTABLISH MINIMUM STANDARDS AND CRITERIA FOR PARK, OPEN SPACE AND RECREATION AREAS DEVELOPED IN CONJUNCTION WITH OR NECESSITATED BY RESIDENTIAL SUBDIVISIONS AND LAND DEVELOPMENTS.

It is hereby enacted and ordained, by authority of the Board of Supervisors of Penn Township, Chester County, Pennsylvania, pursuant to Section 503(11) of the Pennsylvania Municipalities Planning Code 53 P.S. § 10503(11), that the Penn Township Subdivision and Land Development Ordinance enacted on January 15, 1997 and currently in effect, is amended so as to add a new Section 421, providing as follows:

Section 421 Park, Open Space and Recreation areas,
 or the Payment of a Fee in Lieu of Dedication of Land for Such Purposes.

- A. Upon its review of a plan for subdivision or land development, the Township Planning Commission shall consider the open space and recreational needs of the additional residents that will result upon implementation of the subdivision or land development, discuss its findings and the further requirements of this section with the subdivider or land developer as it deems necessary in the furtherance of the public interest and the provisions of this section, and make such report thereon as it deems necessary for consideration by the Board of Supervisors in its review and processing of the development application.
- B. Subdividers and land developers shall be required to provide or reserve areas for facilities normally found in residential neighborhoods, including open space, parks, playgrounds and play fields. Areas provided or reserved for such community facilities shall be adequate to provide for building sites, landscaping and off-street parking appropriate to the types of facilities required or likely to be developed in the future. Prior to the preparation of recordable plans, subdividers and land developers shall review with the Township Planning Commission the minimum standards for various community facilities applicable to the tract being subdivided.
- C. In residential subdivisions or land developments which are proposed to contain, or by re-subdivision could contain, ten (10) or more residential units, the developer shall be required to set aside, design and develop for park, open space and recreation area(s) (hereinafter called "POR") for use of the residents within the development. The amount of land set aside for such purposes shall be determined by application of the following formula:

**Number of Approved Dwelling
Units per Acre**

**Required Park and Recreation
Area for Each 10 Dwelling Units**

- | | | |
|----|-----------------------|--------------------|
| 1. | Less than 2 | 10,000 square feet |
| 2. | 2 through Less than 5 | 12,000 square feet |
| 3. | 5 or more | 16,000 square feet |

- D. In residential subdivisions proposed to contain fewer than ten (10) dwelling units but more than (3) three, or in those residential subdivisions where application of the requirements and/or standards of subparagraph A or C are impractical, or in those instances in which the Board of Supervisors, in the exercise of its discretion, shall determine, this ordinance requires the payment of a fee in lieu of the dedication of the minimum acreage of open space otherwise required by application of subparagraph A of this section.
- E. The amount of any fee in lieu of land for POR areas shall be a flat fee based upon the number of dwelling units proposed to be created by the subdivision or land development. Such fee shall be initially set at One Thousand (1,000.00) Dollars per dwelling unit and thereafter set by resolution by the Board of Supervisors. All monies collected in lieu of land shall be retained by the Township in a capital reserve fund to be designated the "Penn Township Park, Open Space and Recreation Reserve Fund", which shall be expended only for the acquisition of POR land or for capital improvements for POR land within the Township at such locations as shall be selected by the Board for community or neighborhood parks. This fund will be administered in accordance with the requirements of 53 P.S. §10503(11).
- F. In designating areas for POR within a subdivision or land development, the following criteria and standards shall be followed by the subdivider or land developer. All land designated for the foregoing purposes shall be:
1. Suitable for both active and passive recreational uses to the extent deemed necessary by the Board of Supervisors, based on recommendations or with the input of the Planning Commission. Such areas shall not interfere with the use of adjacent dwelling units, parking, driveways and roads. Active recreational uses include, but are not necessarily limited to play fields, ball fields, tennis and racquetball courts, basketball courts, fitness trails, picnic areas, recreational buildings and similar facilities.
- The minimum area required for active recreational open space use, which shall be comprised of ground suitable for development and construction of recreation-related improvements and uses thereon, shall not be less than fifty percent (50%) of the total required POR and shall be located or designated, as determined by the Board of Supervisors.

2. Comprised of no more than thirty percent (30%) of environmentally sensitive lands, including flood plains, woodlands, surface waters, wetlands and steep slopes.
3. Comprised of areas not less than one hundred (100) feet in width, except when part of a trail system or pathway network.
4. To the extent possible, interconnected with common POR areas on abutting parcels wherever possible, and also interconnected by pedestrian pathways for general public use to create a linked pathway system within the Township. The POR shall be accessible to all dwelling units within the development, either by abutting the POR or over easements expressly dedicated for that purpose, but must, nevertheless, be accessible by one or more public streets.
5. Provided with sufficient parking when determined reasonably necessary by the Board of Supervisors for the residents' safe and convenient access and utilization of the POR, and with safe and convenient access by adjoining street frontage or other rights-of-way or easements capable of accommodating pedestrian, bicycle, maintenance and vehicle traffic, and containing customary and appropriate access improvements.
6. Free of all buildings and structures, except those related to POR use.
7. Suitably landscaped either by retaining existing natural cover and wooded areas and/or by a landscaping plan designed to enhance POR areas by utilization of plantings which are consistent with the purposes of this section, which minimize maintenance costs and which comply with this Ordinance, as applicable.
8. Made subject to such Declarations, Restrictions and Covenants, which shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania contemporaneously with recordation of the final plan, as may be required by the Board of Supervisors for the purpose of preservation, maintenance and improvement of the POR for its intended purposes. Ownership of the POR may be in a homeowners association or corporation organized and existing solely for such purpose. Provided, however, the Declaration may be required to contain provisions which provide for an irrevocable offer to dedicate the POR to the Township as public POR lands. Nothing herein contained shall be construed to require the Township to accept dedication of any POR.

G. It shall be incumbent upon the subdivider or land developer to reserve and protect all natural features in any POR, such as trees, water courses, steep slopes, natural drainage areas, historic areas and structures and similar community assets, which will add attractiveness and value to the remainder of the subdivision. Trees shall not be disturbed or removed without the designated approval of the Planning Commission, made a part of the subdivision and land development plan approval, unless in strict compliance with the Township Zoning and Subdivision and Land Development ordinances and any Township ordinance governing timber harvesting. Wherever feasible in the opinion of the Planning Commission and the Board of Supervisors, natural vegetation shall be retained and protected and grade alterations shall be kept to a minimum.

H. Severability.

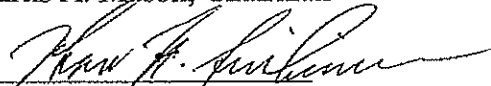
If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts thereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

I. This Ordinance shall be effective on the 5th day from the date of its enactment.

DULY ORDAINED AND ENACTED this 26 day of JULY, 2000, by the Board of Supervisors of the Township of Penn, County of Chester, Commonwealth of Pennsylvania, in lawful session duly assembled.

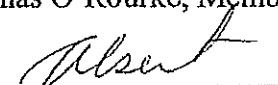
BY:


Curtis A. Mason, Chairman

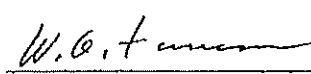

Thomas H. Sinsheimer, Vice Chairman


W.A. Finnen, Secretary


Thomas O'Rourke, Member


Daniel C. Price III, Member

ATTESTED:



ORDINANCE NO. 2000-8

AN ORDINANCE OF THE TOWNSHIP OF PENN, COUNTY OF CHESTER, COMMONWEALTH OF PENNSYLVANIA, AMENDING CERTAIN SECTIONS OF THE TOWNSHIP'S SUBDIVISION AND LAND DEVELOPMENT ORDINANCE, IN PARTICULAR SECTIONS 403, 406, 417 AND 501 AS IT PERTAINS TO EROSION AND SEDIMENT CONTROLS, DRIVEWAYS, STREET, STREET CONSTRUCTION AND INSPECTIONS.

BE IT ENACTED AND ORDAINED and it is enacted and ordained by the authority of the Board of Supervisors of Penn Township, Chester County, Pennsylvania, that the Subdivision and Land Development Ordinance of Penn Township is amended as follows:

Delete Section 403.2 in its entirety and revise section to read as follows:

403.2 Applicability.

Land shall not be developed or changed by grading, excavating, or by the removal or destruction of the natural topsoil, trees, or other vegetative cover without securing the necessary permit(s) as required by Ordinance 2000-7 pertaining to Grading, Erosion, and Sedimentation Control.

Delete Section 406.4G in its entirety and revise section to read as follows:

406.4G Driveways

1. Private Driveways shall be provided for all residents and other land developments requiring vehicular access. The construction of the private driveways shall be in accordance with the regulations of this section in order to provide safe access to Township and State roadways, to minimize problems of stormwater runoff, and to assure sufficient area for access to off-street parking.
2. Driveways serving a single residence shall have a minimum paved or graveled width of ten (10') feet. Where a driveway crosses a bridge, such bridge shall be at least ten (10') feet, with pull-off areas widened to sixteen (16') feet over a forty (40') feet length at Two Hundred (200') feet intervals. Driveways serving all other uses shall have a paved width of twelve (12') feet per lane of egress and ingress.
3. No more than three (3) Adjacent lots, buildings and houses shall be permitted to utilize a common driveway. An easement and maintenance agreement in a form satisfactory to the township shall be recorded in the Office of the Recorder of Deeds in Chester County and a copy of the recorded easement and maintenance agreement be submitted to the township and be shown on the plot plan.

4. All driveways shall have a maximum grade of four (4%) percent for a length of fifteen (15) feet from the edge of the cartway as measured along the centerline of the driveway. All driveways shall be paved to a point twenty-five (25') feet past the right-of-way line as measured along the centerline. All remaining portion shall have a maximum grade of fifteen (15%) percent. All driveways grades exceeding seven (7%) percent shall be paved.
5. All driveways and off-street parking shall be designed in accordance with Article XVII of the Zoning Ordinance of Penn Township.
6. All residential paved driveways shall be constructed of a minimum compacted depth of six (6") of crushed aggregate base course and a minimum compacted depth of one and one half (1 1/2") inches of ID-2 Wearing Course. All non-residential paved driveways shall be constructed of a minimum compacted depth of eight (8") of crushed aggregate base course, a minimum compacted depth of two (2") inches of ID-2 Binder Course and a minimum compacted depth of one and one half (1 1/2") inches of ID-2 Wearing Course. All construction and paving must conform to the applicable of the Pennsylvania Department of Transportation Specifications, Publication 408 including latest revisions.
7. Driveways shall be graded so that, wherever possible, surface drainage will be discharged to the owner's property. Otherwise, adequately sized pipes, inlets, or headwalls shall be installed and gutter improvements shall be made to direct surface drainage into the road drainage system and not onto the paving of the intersecting road or a neighboring property. Road drainage systems shall be upgraded to a condition satisfactory to the Township by the developer to accommodate the additional runoff created by the development. All grading shall be in substantial compliance with Ordinance 2000-7 pertaining to Grading, Erosion and sedimentation control.
8. Where applicable, the driveway crossing of a roadside swale shall be maintained as a paved crossing matching existing swale (maximum depth of six (6) inches). A pipe may be placed under a driveway entrance only when approved by the Township. Culverts for driveways shall be designed to based upon a ten (10) year frequency storm.
9. Driveway entrances into all non-residential, single use properties shall be no less than twenty four feet (24') in width, shall not exceed thirty six (36') in width at the street line unless provided with a median divider. Radius of curb returns no less than thirty-five feet (35').

2000
8

Delete Section 417.2A in its entirety and revise section to read as follows:

- A. All street construction and paving must conform to the applicable specifications contained herein including the applicable requirements of the Pennsylvania Department of Transportation Specifications, Publication 408 including latest revisions. All street construction shall be approved by the Township Engineer prior to acceptance by the Board of Supervisors. All design standards shall conform to the requirements established by this Ordinance and shall be subject to the approval of Township Engineer.

Street paving shall have a minimum total compacted depth of thirteen and a-half (13.5) inches, consisting of a six (6) inch sub-base of 2A Type "C" stone, a six (six) inch bituminous concrete base course, and a one and a-half (1.5) inch bituminous wearing course ID-2. Alternate paving sections may be approved by the Board of Supervisors and Township Engineer, as long as the proposed alternative meets the structural strength achieved with the existing construction method.

Where the construction of the new bituminous surface abuts existing bituminous surfaces, the existing bituminous surface shall be removed to form a six-inch (6") wide bond key outside of and parallel to, the new surface. The new surface shall be paved continuous into the key. A six-inch (6") wide bond key shall also be placed around all inlets. Bond Key Detail shall be approved by the Board of Supervisors and Township Engineer.

All Township streets shall have a crown of one-quarter (1/4) inch per foot sloping away from the centerline unless otherwise directed by the Township Engineer.

1. Sub-Grade

Wherever possible the subgrade shall be in cut, or undisturbed subsoil. In no case shall the subgrade consist of filled or undisturbed topsoil or frozen soils. All deleterious material such as tree roots, leaves, branches, trash, stones exceeding six (6) inches in diameter and miscellaneous construction debris shall be removed from the subgrade. Compaction shall be accomplished by sheep's-foot; smooth wheel or rubber tired roller, at the discretion of the Township Engineer. The subgrade shall be compacted tight and dry and shall not be soft and spongy when check rolled in accordance with the applicable requirements of the Pennsylvania Department of Transportation Specifications, Publication 408 including latest revisions. Compaction of the subgrade shall extend the full width of the cartway, including the width to be occupied by shoulders where applicable. Unstable areas shall be removed and replaced with suitable fill and then re-rolled as required to provide a uniform even surface. If in the opinion of the Township Engineer, based upon Soil Conditions, a Geotechnical Study, including Soil Borings may be required. A geotextile stabilization fabric and / or underdrains may be required as determined by

the Township Engineer to stabilize the sub-grade. The required road crown shall be built into the shaped subgrade.

2. Sub-Base

The-subbase shall be a 2A. Type "C" stone placed to a compacted depth of six (6) inches (this may be achieved in one lift). The sub-base shall be compacted to a firm and unyielding surface by rolling the entire area with a minimum of a ten (10)-twelve (12) ton vibratory roller. Prior to continuing to the next course, the sub-base shall be checked by the Township Engineer for grade, crown, and contour. Proper compaction will be determined by the Engineer based on non-movement of the material under the specified compaction equipment.

3. Bituminous Concrete Base Course

The bituminous concrete base course shall have a compacted depth of six (6) inches (this is to be achieved in two equal lifts). It shall be mixed, delivered, placed and protected in accordance with the requirements of Pennsylvania Department of Transportation Specifications, Publication 408, Section 305, as per the latest edition.

4. Wearing Course

After proper cleaning, repairing and preparation of the Bituminous Concrete Base Course, as directed by the Township Engineer, the base course shall be primed with a tack coat consisting of materials meeting the specifications of the Pennsylvania Department of Transportation, Publication 408, Section 406, latest edition. The wearing course shall then be placed and must achieve a minimum compacted depth of one and one-half (1.5) inches of ID-2 material. The wearing course shall be mixed, delivered, placed and protected in accordance with the specifications of the Pennsylvania Department of Transportation, Publication 408, Section 420, as per the latest edition.

5. Joint Seal

After application of the wearing course, all curb, inlet, manhole, utility boxes etc., joints shall be sealed with a uniform six- (6) inch wide Grade BM-1 or A-1 bituminous gutter seal.

6. Grading and Shoulders

Roadways with curbs shall be graded with a slope of one-half (1/2) inches per foot from the right-of-way line toward the curbline, unless directed otherwise by the Township Engineer, so that all runoff within the right-of-way is directed to the curbline.

7. Storm Drainage Facilities in, along and across roadways shall be designed in accordance with PENN DOT DESIGN MANUAL PART 2 and shall meet the following minimum criteria:

- a. Storm water piping and inlet systems shall be designed for a storm of twenty-five (25) year frequency;
- b. Culverts across roadways for a storm of fifty (50) year frequency;
- c. Surface water control measures and open water courses and swales as well as drainage systems servicing low points of roadways shall be designed for a storm of one hundred (100) year frequency.

Revise Section 417.3 Street Widths

Section A.

- 1a. Change Cartway Width from 22 feet to 27 feet for proposed streets with vertical curb:
Change Cartway Width from 22 feet to 24 feet for proposed streets with rolled curb.
2. Change Cartway Width from 24 feet to 30 feet.

Delete Section 417.13 in its entirety and revise section to read as follows:

- A. Vertical Curbs and Sidewalks shall be required on all streets.
 1. Rolled curbs may be constructed on proposed streets with a centerline grade up to and including six (6%) percent with approval of the Township and Township Engineer.
 2. The transition from one type of curb to another must be approved by the Township and the Township Engineer.

Delete Section 501.3 in its entirety and revise section to read as follows:

501.3. A preconstruction meeting to be coordinated through the Township Secretary shall be scheduled to occur at least one (1) month prior to the start of construction. The developer shall provide at least twenty-four (24) hours notice prior to the start of construction of any improvements that are subject to inspection. All inspections of completed items for the release of escrow funds shall be submitted, in writing, at least forty-eight (48) hours in advance of the inspection time and date. No underground pipes, structures, subgrades, or base course shall be covered until inspected and approved by the Township.

Generally, the following phases of site construction require mandatory inspections:

- A. Upon completion of preliminary site preparation including clearing of vegetation, stripping and stockpiling of topsoil, and installation of temporary erosion and sedimentation control devices.
- B. Upon completion of rough grading, but prior to placing topsoil, installing permanent drainage, or other site improvements and ground cover.
- C. During the construction of permanent stormwater management facilities. All storm sewers, culverts, etc. must be inspected prior to backfilling.
- D. During construction of water supply treatment and distribution systems and sanitary sewer distribution and treatment systems.
- E. Preparation of Road Subgrade. At the time of this inspection, the subgrade should be proof rolled and the proposed crown and grade should be checked. This inspection must occur prior to the placement of any stone subbase.
- F. Placement and Compaction of Road Subbase. At the time of this inspection, the depth of subbase should be checked after compaction, the subbase should be proof rolled in the same manner as the subgrade and crown, and the grade should be checked again. This inspection must occur prior to any binder or base course being placed.
- G. During installation of roadway curbing.
- H. Placement and Compaction of the Base Course. At the time of this inspection, the depth of the base course should be checked, the ambient temperature should be monitored, and the temperature of the bituminous material should be checked. The crown and grade should be rechecked. This inspection must occur prior to the wearing course being placed. (the total depth required shall be reached in two lifts of equal amount of material)

I. Placement and Compaction of the Wearing Course.

J. Final inspection.

The above general list of phases may be amended by mutual agreement between the Township and developer when the site requires special construction procedures.

Amend Appendix to Include:

Typical Roadway Cross Section;
Typical Curb Sections

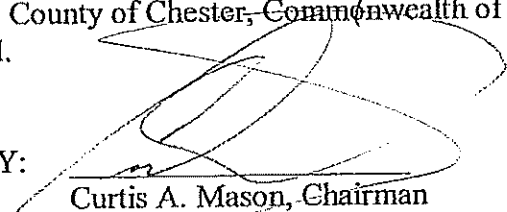
SEVERABILITY.

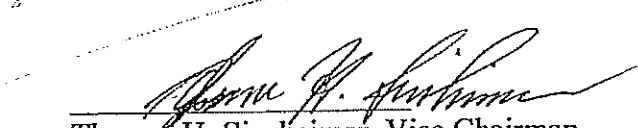
If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts thereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such ,unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

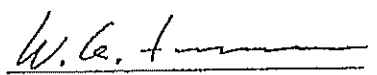
This Ordinance shall be effective on the 5th day from the date of its enactment.


DULY ORDAINED AND ENACTED this 26 day of JULY, 2000, by the Board of Supervisors of the Township of Penn, County of Chester, Commonwealth of Pennsylvania, in lawful session duly assembled.


BY:


Curtis A. Mason, Chairman

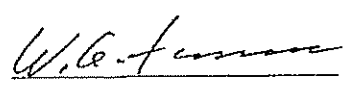

Thomas H. Sinsheimer, Vice Chairman

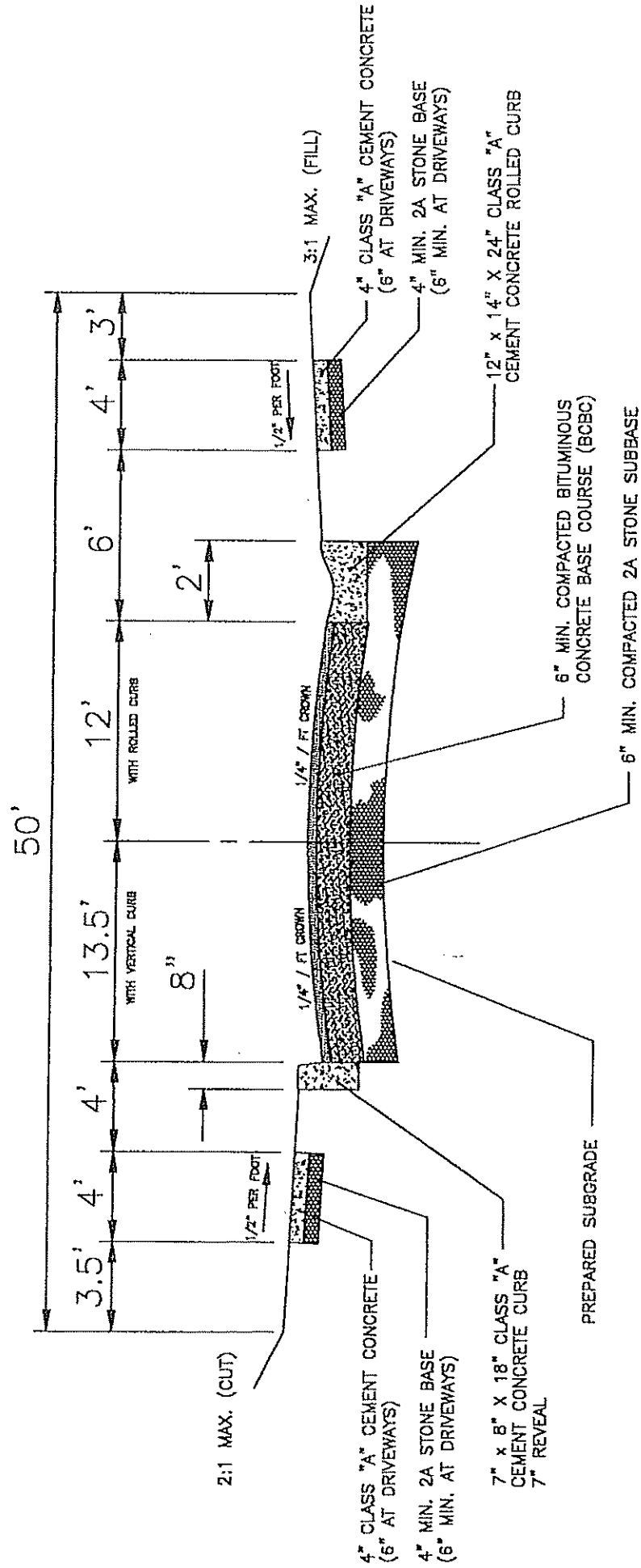

W.A. Finnen, Secretary


Thomas O'Rourke, Member


Daniel C. Price III, Member

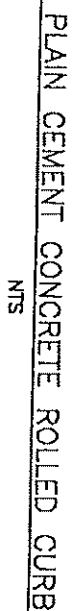
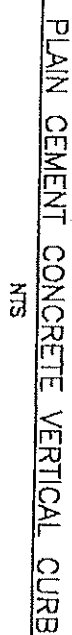
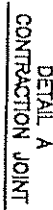
ATTESTED:





TYPICAL ROAD CROSS SECTION

NTS



1. MATERIALS AND CONSTRUCTION SHALL MEET THE REQUIREMENTS OF PENN DOT PUBLICATION 408, SECTION 830 FOR PLAN CEMENT CONCRETE CURB AND SECTION 841 FOR PLAN CEMENT GUTTER CURB.
2. SPACE CONTRACTION JOINTS IN UNIFORM LENGTHS OR SECTIONS.
3. PLACE 3/4" PREWIDDED EXPANSION JOINT FILLER MATERIAL AT STRUCTURES AND AT THE END OF THE WORK DAY. CUT MATERIAL TO CONFORM TO THE AREA ADJACENT TO CURB OR TO CONFORM TO CROSS SECTIONAL AREA OF CURB.

2000-7

ORDINANCE NO. 7

GRADING, EROSION, AND SEDIMENTATION CONTROL

AN ORDINANCE OF THE TOWNSHIP OF PENN, COUNTY OF CHESTER, COMMONWEALTH OF PENNSYLVANIA, TO GOVERN AND REGULATE THE GRADING OF LAND, THE MODIFICATION OF NATURAL TERRAIN, THE ALTERATION OF DRAINAGE OR DRAINAGE PATTERNS, THE MAINTENANCE OF ARTIFICIAL STRUCTURES AND SURFACES, AND MAINTENANCE OF DRAINAGE NECESSARY TO CONTROL SOIL EROSION; REQUIRING THE SECURING OF GRADING PERMITS; PROVIDING FOR THE ENFORCEMENT THEREOF; AND PROVIDING FOR PENALTIES IN THE EVENT OF A VIOLATION OR VIOLATIONS THEREOF.

THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF PENN, COUNTY OF CHESTER, COMMONWEALTH OF PENNSYLVANIA, DOES HEREBY ORDAIN:

SECTION 1. Short Title.

This ordinance shall be known and may be cited as the Township of Penn "Grading Ordinance".

SECTION 2. Purpose.

The purpose of this ordinance is to regulate the modification of the natural terrain, the alteration of drainage or drainage patterns, the maintenance of artificial structures and surfaces, and to provide for certain grading, erosion, and sedimentation control measures within the Township of Penn so as to assure, protect, and safeguard health, safety, general welfare, ecology, and property within the Township of Penn.

SECTION 3. Activities Requiring a Permit.

- A. It shall be unlawful for any person, firm, partnership, or corporation to pave, fill, cut, strip, grade, regrade, alter any land, or build or extend any structure within the Township of Penn without first securing a permit as hereinafter provided.
- B. It shall be unlawful for any person, firm, partnership, or corporation to disturb, modify, block, divert, redirect or affect the natural overland or subsurface flow of stormwater within the Township of Penn without first securing a permit as hereinafter provided.
- C. It shall be unlawful for any person, firm, partnership, or corporation to construct, erect or install any drainage dam, basin, berm, swale, ditch, culvert, drainpipe,

bridge or any other structure or obstruction affecting the drainage of any premises in the Township of Penn without first securing a permit as hereinafter provided.

SECTION 4. Application Procedure.

- A. Any person, firm, partnership, or corporation proposing to engage in an activity requiring a permit shall apply for a permit by written application on a form furnished by the Township of Penn.
- B. The application for permit shall be accompanied by a map, diagram, plan or series of plans as the case maybe prepared by a Professional Engineer, Professional Land Surveyor, Registered Landscape Architect, or Registered Architect having proficiency in grading, drainage, erosion and sedimentation control in accordance with Pa. Act 367. Plans accompanying the application shall show the following information:
 - (1) The metes and bounds of the property including site area.
 - (2) The location of all existing and proposed swales, berms, ditches, streams, pipes, culverts and other drainage structures and cuts or fills.
 - (3) Existing and proposed contours, showing spot elevations where necessary as well as dimensions to determine the extent of all proposed grading and drainage. Invert as well as rim, grate, or top of wall elevations shall be included for all drainage features as well as all sanitary sewer facilities that may be affected by the proposed work.
 - (4) Plans shall also clearly indicate the location of all buildings, parking areas, driveways and roads.
 - (5) Plans shall be drawn at a scale of no less than 1"= 50' with both existing and proposed contours being indicated at 2'-0" contour intervals. For properties with relatively flat slopes 1'-0" contour intervals with spot elevations to more appropriately identify proposed work may be required.
 - (6) Plans shall indicate the extent of all wetlands and 100 year floodplain limits.
 - (7) Plans shall contain a sequence of construction as well as a grading, drainage, and erosion control narrative that addresses all erosion and sedimentation control measures, techniques, and maintenance that shall be employ for the project.
 - (8) Plans shall indicate the location and extent of all soil types found on the property including a brief description of each soil type and indicate erosion and

sedimentation control techniques, measures, and specifications to be utilized including details and location of installation of such measures. These details shall include (where applicable) but are not limited to tire cleaning strip, silt barrier fence, sediment trap, sedimentation basin, rip-rap apron, riser details, spillway details, jute matting details, inlet protection details, stone filter berms, etc.

- C. Further, the application shall indicate the present and proposed sources, storage and dispositions of water being channeled through or across the premises, together with elevations, gradients and maximum flow rates. The application shall describe the work to be performed, the materials to be used and the manner or method of performance, including provisions for protecting and maintaining existing drainage facilities in the Township of Penn, whether on public or private property.
- D. If load bearing fill is proposed, a soils investigation report shall be submitted along with the application which shall consist of test borings, laboratory testing and an engineering analysis, to correlate surface and subsurface conditions with the proposed rating plan.

The results of the investigation shall be presented in a report by the soils engineer which shall include data regarding the nature, distribution and supporting ability of existing soils and rock on the site. Also contained within this soils report shall be conclusions and recommendations for grading requirements and erosion control and recommendations to ensure stable soil conditions and groundwater control as applicable.

- E. The Township may require such supplemental reports and data it deems necessary. Recommendations included in such reports and approved by the Township shall be incorporated in the plan or specifications.

SECTION 5. Special Requirements for Permit.

- A. In addition to the requirements contained within this ordinance and where deemed necessary by the Township of Penn's Engineer, the applicant shall submit along with the application a detailed drainage study prepared by a professional engineer or professional land surveyor or professional geologist qualified in hydrology. This drainage study shall be performed in substantial compliance with Section 414 of the Penn Township Subdivision and Land Development Ordinance relating to Stormwater Management.
- B. In addition any earth disturbance of five (5) acres or more will require submission to and approval from the Chester County Conservation District which will also require an NPDES permit.

SECTION 6. Permit Fee.

The application for a permit to grade shall be accompanied by a fee of Seventy Five Dollars (\$75.00) for the first acre of land. If more than one acre of land is graded (disturbed) as described in this ordinance, an additional fee of Seventy Five Dollars (\$75.00) for each additional acre or part thereof shall be charged for each acre graded in excess of the first acre. In addition each applicant will be required to pay all engineering review fees associated with the application. These fees may be modified, increased, reduced or otherwise amended from time to time by resolution of the Board of Supervisors.

SECTION 7. Bond Requirements.

All applicants for a permit involving an area to be disturbed in excess of one (1) acre shall, before any permit is granted, post a bond or cash escrow with the Township of Penn in the sum of at least ten thousand (\$10,000.00), the exact sum to be determined by the Township Engineer, with corporate surety to be approved by the Township Solicitor, the conditions of which shall be full and complete compliance with this ordinance and all terms of the permit.

SECTION 8. Issuance of Permit.

Upon the submission of a complete application which conforms to the provisions of this ordinance, the Township Code Enforcement Officer (Building Inspector), after consultation with and approval of the Township Engineer, if deemed necessary, shall issue the necessary permit.

SECTION 9. Waiver of Permit.

The following activities are waived from the necessity of obtaining a permit under this ordinance provided the stipulations contained in this section are adhered to. Also a permit may still be required under the provisions of this ordinance if the undertaking of a waived activity poses or creates threat to the health, safety, or general welfare of the community or property as determined by the Township Engineer.

- (1) Agriculture when operated in accordance with a conservation plan or erosion and sedimentation control plan approved by the Chester County Conservation District.
- (2) Use of land for gardening and landscaping of property disturbing an area not in excess of 2500 S.F. provided the natural flow of stormwater is not impeded, diverted, redirected, or blocked in a manner that might otherwise pose a threat to the public or public or private property.
- (3) Resurfacing of existing paved surfaces provided such resurfacing does not impede or adversely affect the flow of stormwater runoff from what existed prior to the resurfacing activity such as diverting, redirecting, blocking or concentrating stormwater runoff.

(4)

- (4) Building additions of 200 S.F. or less with a maximum disturbance of associated site grading of 1000 S.F. provided that the activity does not adversely impact the natural flow of stormwater runoff or pose a threat to the health, safety, and general welfare of the public or public or private property.

SECTION 10. Standards for Permit Approval.

- A. Notwithstanding any provision of this ordinance or any condition of the permit, the permittee is responsible for the prevention of damage to other property or personal injury, which may be effected by the activity requiring a permit.
- B. No person, firm, partnership, or corporation shall modify, fill, excavate or regrade land in any manner so close to a property line as to endanger or damage any adjoining public street, sidewalk, alley or any other public or private property without supporting and protecting such property from settling, cracking, erosion, sediment, or other physical damage or personal injury which might result. The top or bottom edge of slopes shall be at least three (3) feet from property or right-of-way lines of streets in order to permit the normal rounding of the edge without encroaching on the abutting property.
- C. No person, firm, partnership, or corporation shall deposit or place any debris or any other material whatsoever, or cause such to be thrown or placed, in any drainage ditch, swale, or drainage structure in such a manner as to obstruct free flow.
- D. No person, firm, partnership, or corporation shall fail to adequately maintain in good operating order any drainage facility on his/her premises. All drainage ditches, swales, culverts, drainpipes, and drainage structures shall be kept open and free-flowing at all times.
- E. The owner of any property on which any work has been performed pursuant to a permit granted under the provisions of this ordinance shall continuously maintain and repair all graded surfaces and anti-erosion devices, retaining walls, drainage structures, and other protective devices, plantings and ground cover installed or completed.
- F. All plans and specifications accompanying applications for permits shall include provisions for both interim (temporary) and ultimate (permanent) erosion and sediment control.
- (1) The design, installation and maintenance of erosion and sediment control measures shall be accomplished in accordance with the guidelines as may be established from time to time by the United States Department of Agriculture as administered by the Chester County Conservation District

and in accordance with the "Clean Streams Law" and Pa. Chapter 102 as prepared by the Pennsylvania Department of Environmental Protection including latest revisions or amendments.

- (2) All graded surfaces shall be seeded, sodded and/or planted or otherwise protected from erosion as soon as practicable and shall be watered, tended and maintained until growth is well-established at the time of completion and final inspection.
- G. Natural and/or existing slopes exceeding four (4) horizontal to one (1) vertical shall be benched or continuously stepped into competent materials prior to placing all classes of fill. Cut slopes shall not exceed two (2) horizontal to one (1) vertical.
- H. Fills toeing out on natural slopes steeper than three (3) horizontal to one (1) vertical shall not be made unless approved by the Township after receipt of a report, deemed acceptable by the Township Engineer, by a soils engineer certifying that he/she has investigated the property and made soil tests and that in his/her opinion such steeper slopes will safely support the proposed fill.
- I. Trees shall be preserved wherever possible and as such all grading activities shall be designed to mitigate possible interaction with trees. Where this is not possible all trees in areas of grade changes shall be removed unless protected with suitable tree wells (walls).
- J. The following provisions apply to the carrying and disposal of stormwater runoff:
- (1) All drainage facilities shall be designed in the most practicable fashion to carry surface water in such a manner as to prevent erosion, overflow or ponding.
 - (2) The ponding of water other than that associated with a public water supply, stormwater detention/retention basin, farm pond or landscape pond shall not be permitted. The ponding of water shall not be permitted above cut or fill slopes or on drainage terraces, nor shall water be impounded on adjacent properties. Adequate drainage facilities shall be provided to prevent such ponding.
 - (3) The concentration of stormwater runoff on adjacent properties is strictly prohibited.
 - (4) The blocking of the natural flow of stormwater runoff is strictly prohibited.

- (5) The applicant shall make adequate provisions to prevent any surface waters from damaging the face of any excavation or fill. All slopes shall be temporarily and permanently protected from surface water runoff from above by interceptor trenches, diversion berms, or swales, and shall be sodded, seeded, planted, and/or rip-rapped, unless the Township determines that such treatment is unnecessary and specifically waives this requirement.
- (6) All drainage terraces, interceptor trenches, diversion berms, and swales made from earth shall be designed and constructed with a 2.0% minimum slope and, when required by the Township Engineer, shall be piped or paved or otherwise improved to the satisfaction of the Township.
- K. When required, adequate provisions shall be made for dust control measures as are deemed acceptable by the Township.
- L. When required, the applicant shall agree to the granting and recording of easements for drainage facilities, including acceptance of the discharge of water on the property of others, provisions for maintenance of slopes and swales and access for the maintenance of anti-erosion facilities.

SECTION 11. Inspections.

- A. The applicant, in any activity requiring a permit and which involves ten (10) or less single family residences, after commencing initial operation, shall request inspection by the Township Engineer or designated agent at the following intervals:
 - (1) Upon completion of stripping, the stockpiling of topsoil and disposal of all unsuitable material but prior to beginning any other preparation of the ground.
 - (2) Upon completion of preparation of ground to receive fill but prior to beginning of any placement of fill.
 - (3) Upon completion of rough grading but prior to placing topsoil, permanent drainage or other site development improvements and ground covers.
 - (4) Upon completion of final grading, permanent drainage and erosion control facilities, including establishment of ground covers and planting and all other work of the permit.

- B. The applicant, in all cases other than those referred to in Subsection A above, after commencing initial operations, shall request inspections by the Township Engineer or authorized representative, at the following stages in the development of the site or of each subdivision as the case may be:
- (1) Prior to commencement of grading operations to determine suitability of all proposed fill materials.
 - (2) Upon completion of stripping, the stockpiling of topsoil and disposal of all unsuitable material but prior to beginning of any other preparation of the ground.
 - (3) Upon completion of the preparation of the ground to receive fill but prior to beginning or placement of fill, an inspection of proof rolling.
 - (4) Upon completion of structural fill placement such that the following earthfill procedures are assured:
 - (a.) Prior to placing fill in any area, grading should be performed as required to provide for drainage. Ditching or filling around the area should be performed to intercept or divert all surface water. Within the area on which fill is to be placed, the ground should be graded so as to provide for unobstructed drainage from every point to some approved disposal point.
 - (b.) The area should be closely examined to determine whether excessive wetness, springs, or other seepage of water can be observed. If such conditions exist, drainage must be provided before placement of fill is undertaken. Under no circumstances shall fill be placed upon frozen ground or ground underlain by tree stumps, branches, or other vegetative material subject to rot and decomposition.
 - (c.) When fill areas have been prepared as specified, the existing ground surface should be compacted by the specified method for compacting fill.
 - (d.) Fill should begin at the lowest section of the area. Fill should be spread in six-inch layers prior to compaction. Each layer should be approximately horizontal, but small slopes can be permitted in order to provide for surface water runoff.

- (e.) Each layer of fill should be inspected prior to compaction. All roots, vegetation or debris should be removed. Stones larger than six (6) inches in diameter should be removed or broken. The moisture content of each layer should be determined to be suitable for compaction.
 - (f.) The compaction of the fill should be done with a sheepsfoot roller, rubber-tired roller or a vibratory roller. Other compaction equipment should be used only after it has been demonstrated that satisfactory results can be obtained with its use.
 - (g.) Each layer of compacted fill should be tested to determine its dry density as per ASTM D1556 including latest revisions. The density of each layer should be not less than ninety-five percent (95%) of maximum dry density as determined by ASTM D1557. The moisture content of the compacted layer should be not more than four percent (4%) less or two (2%) greater than the optimum moisture content as determined by ASTM D1557.
 - (h.) Only when the compacted layer has been shown to be as specified should other layers of fill be placed above it.
 - (i.) Visual inspections of borrow material should be made periodically to assure that no variation in fill material has occurred.
- (5) Upon completion of rough grading but prior to placing topsoil, permanent drainage or other site development improvements and ground covers.
 - (6) Upon completion of trench backfilling operations so testing can be performed as specified in Subsection B(4)(g.) above.
 - (7) Upon completion of final grading, permanent drainage and erosion control facilities, including establishment of ground covers and planting, and all other work of the permit.

SECTION 12. Inspection Costs.

All applicants shall bear all costs of inspections required hereunder and, if deemed necessary by the Township Code Enforcement Officer (Building Inspector), shall deposit with the Township Treasurer such sum as the Township Supervisors shall determine to guarantee payment of the costs of such inspections. The costs of inspections shall be at the rate charged to the Township by the Township Engineer.

SECTION 13. Violations and Penalties.

- A. It shall be unlawful and a public nuisance for any person, firm, partnership, or corporation to violate, cause or assist in a violation of any provision of this ordinance.
- B. Any person, firm, partnership, or corporation violating any provision of this ordinance, or any person, firm, partnership, or corporation who engages in unlawful conduct as defined in this ordinance, shall, upon conviction thereof in a summary proceeding before a District Justice, be sentenced to pay a fine of not more than \$1,000.00 and not less than \$50.00 and costs of prosecution. Each continuing day of any violation of this ordinance or unlawful conduct as defined in this ordinance shall constitute a separate offense punishable by a like fine or penalty.
- C. In addition to other remedies, the Township may institute and maintain appropriate actions at law or in equity to restrain, correct or abate a violation of this ordinance, or to restrain, correct or abate unlawful conduct or a public nuisance as defined in this ordinance.
- D. In addition to other remedies, the Township may, but without obligation to do so, abate or remove the violation, in event the responsible party fails to do so upon notice. Where the Township proceeds to abate or remove the violation, the cost and expense of such work and fines and penalties shall be a lien against the property charged to the persons affected, and upon nonpayment, the Township may file a municipal claim therefor upon the affected premises, in addition to other remedies available at law or equity for the collection of municipal debts. The lien shall attach as of the time the work commenced.
- E. The penalties and remedies prescribed by this ordinance shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the Township from exercising any other remedy provided by this ordinance or otherwise provided at law or equity.

SECTION 14. Severability.

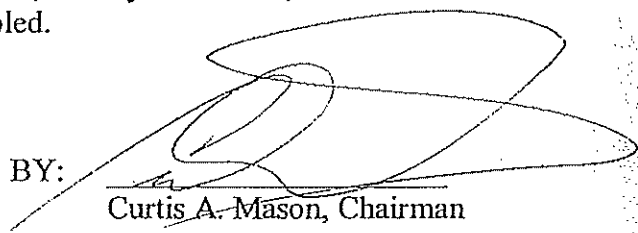
Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this ordinance as a whole or of any other part thereof.

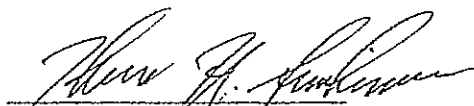
SECTION 15. Effective Date.

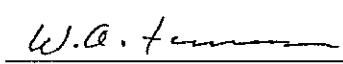
This Ordinance shall be effective five (5) days from the date of enactment.

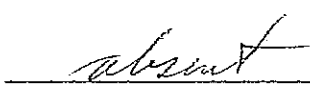
DULY ORDAINED AND ENACTED this 26 day of JULY, 2000, by the Board of Supervisors of the Township of Penn, County of Chester, Commonwealth of Pennsylvania, in lawful session duly assembled.

BY:


Curtis A. Mason, Chairman


Thomas H. Sinsheimer, Vice Chairman


W.A. Finnen, Secretary


Thomas O'Rourke, Member


Daniel C. Price III, Member

ATTESTED: 

Penn Township
260 Lewis Road Box 39
West Grove, Pennsylvania 19390
Telephone: 610.869.9620 Fax: 610.869.9194
Email: office@penntownship.us

SEWAGE CAPACITY RESOLUTION

RESOLUTION NO. 2007-05

NOW THEREFORE, be it Resolved and it is hereby Resolved, by the Board of Supervisors of the Township of Penn that Sewer Capacity is not available.

WHEREAS, the Board of Supervisors will refund any funds that have been accepted for sewage capacity reservation.

WHEREAS, the Connection Management Plan is built out and no expansion or increase in flow is available.

WHEREAS, the Board of Supervisors hereby states that No reservations for sewage capacity will be accepted.

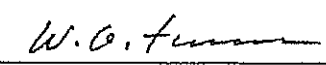
This Resolution approved and adopted by the Board of Supervisors of Penn Township, Chester County, Pennsylvania, on the date hereinafter set forth.

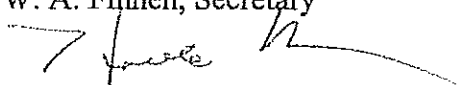
Resolved this 4th day of April, 2007.

PENN TOWNSHIP BOARD OF SUPERVISORS

By: 
Curtis A. Mason, Sr., Chairman

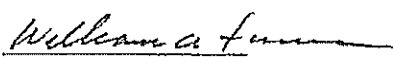
By: _____
Henry W. McKinney, III, Vice-Chairman

By: 
W. A. Finnen, Secretary

By: 
Harold Bram, Supervisor

ATTEST:

By: _____
Victor Mantegna, Supervisor



William A. Finnen
Secretary

COPY
Revised
For 7/2/03

**PENN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**MINIMUM DECK AND STRUCTURE EXTERIOR OPENING
REQUIREMENTS
ORDINANCE NO. 2003-03**

AN ORDINANCE PROVIDING FOR THE MINIMUM REQUIREMENTS FOR THE
CONSTRUCTION OF ALL DECKS MORE THAN THIRTY (30) INCHES FROM
ANY PORTION OF THE EXTERIOR HORIZONTAL SURFACE; AND ALSO
ESTABLISHING THE REQUIREMENTS FOR THE INSTALLATION OF ANY
OPENING ON ANY STRUCTURE EXTERIOR WALL,
WHICH COULD BE USED AS AN EXIT

WHEREAS, the Board of Supervisors of Penn Township has authority under Act No. 69, Section 1506, May 1, P.L. 103, as amended, and permits the Board of Supervisors to adopt such rules, regulations and resolutions necessary for the proper management, care and control of Penn Township, as well as for the maintenance of peace, good government, health and welfare of this Township and its citizens, and in the exercise of this authority, the Board of Supervisors proposes to adopt this Ordinance for the protection of all structures containing exterior openings, which could be used as an exit; and the requirements for the construction of all decks in this Township.

THE BOARD OF SUPERVISORS OF PENN TOWNSHIP, Chester County,
does ordain and adopt the following Ordinance:

Section 1. Definitions;

- A. Deck: Any structure or improvement which is free standing, sits upon, abuts or adjoins any exterior opening in any structure and is constructed, free standing and sits upon more than eight (8) inches from the top of the structure/improvement to the highest point on the surface on which it is constructed or placed.
- B. Exterior Opening: Any opening in any structure which is located on any exterior wall of the structure, and may be used for pedestrian access to the outside of that structure.

Section 2. Construction Standards for Exterior Openings

- A. All structures containing an Exterior Opening must install a deck, porch or steps, all of which must be built according to the terms of this

Ordinance and the minimum requirements of the Building Code, effective as of the date of the construction of the Exterior Opening.

- B. No structure may include any Exterior Opening on which there is placed any attachment on the inside or outside of the Exterior Opening for the purpose of prohibiting the use or access to or from this Exterior Opening.

Section 3. Construction Standards for Decks

- A. The owner of any new structure, which includes a deck located more than thirty (30) inches from the top of the deck to the highest point on the surface on which it is located, and constructed on any exterior wall must provide plans provided by a licensed engineer, who certifies that the proposed design for the deck meets all established safety standards and the minimum requirements for such a structure according to the terms of this Ordinance and the then Building Code.
- B. Decks on existing occupied homes; Proof of Insurance Required and Statement signed by Homeowner & Builder verifying that deck is built to current adopted building codes. Fee: None/Permit Only/No Inspections. Decks must meet all building setbacks.
- C. All decks must be constructed according to the minimum requirements of this Ordinance, and those contained in the Building Code then in effect.

Section 4. Permit Requirements:

A permit shall be required for the construction or placement of all decks.

Section 5. Fees

The Board of Supervisors may establish fee schedule by resolution for the issuance of permits and inspection of all decks. They may amend this schedule, as the Board deems necessary by resolution.

Section 6. Removal

Any person who fails to comply with the terms and standards of this Ordinance shall comply with this Ordinance or remove the improvement upon seven (7) days written notice, unless an emergency situation requires the immediate removal/modification, in which case the Township may enter the property and take such steps as may be necessary to remove such hazardous condition. The Township may also file an action in equity to abate and/or remove such condition.

Section 7. Penalty

Any person who fails to comply with the Construction Standards for Exterior Opening and/or Decks, or who shall not obtain a permit prior to the construction and/or placement of a deck on any structure located in Penn Township shall commit a summary offense and pay a fine not to exceed \$500 per day for each day the violation occurs and/or continues.

Section 8. Effective Date. This Ordinance shall be effective five (5) days after enactment.

ENACTED AND ORDAINED, this 2nd day of July, 2003 by and on behalf of the Board of Supervisors of Penn Township.

**PENN TOWNSHIP BOARD OF SUPERVISORS
PENN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

Curtis A. Mason, Sr., Chairman

Henry W. McKinney, III, Vice Chairman

Attest:

W. A. Finnen
Secretary

William A. Finnen, Secretary

Victor Mantegna

Harold Bram

RESOLUTION 2008-14

Penn Township Record Drawing Requirements

1. General

- a. The following requirements listed shall be considered minimum standards. Additional detail and information may be required by the Township depending on the requirements of the Township Engineer or Township Board of Supervisors
- b. The completion of all municipal improvements required by the Subdivision and Land Development Ordinance shall be documented on the record drawings
- c. All record drawings must be signed and sealed by a Professional Engineer and/or Professional Land Surveyor licensed in the Commonwealth of Pennsylvania
- d. Record drawings shall be prepared utilizing field surveyed as-built information
- e. Projection (coordinate system), datum, and benchmark location and elevation shall be shown on the record drawings
- f. Record drawings shall be prepared on a standard 24"x36" plan sheet and prepared at a scale no smaller than 1"=50' (horizontal) and 1"=5' (vertical)
- g. Storm sewer, sanitary sewer and utility as-built information shall all be included on the same plan and profile views. Independent plan sets for each shall not be permitted unless specifically requested by the Township
- h. One set of record drawing plans shall be submitted to the Township for review of completeness prior to the preparation of final drawings. This set of review plans shall be titled as such. Once approved, final drawings shall consist of three (3) sets of hard copy drawings and one (1) digital/electronic copy in both PDF and AutoCAD format

2. Streets/Roadways

- a. As-built information for streets/roadways shall include, but not be limited to, the following:
 - i. Street cartway width, including curb and/or shoulder, right-of-way with widths dimensioned and Horizontal and Vertical curve data, transitions for the curb and cartway, easement boundaries and street grades along centerline
 - ii. Centerline stationing along all streets
 - iii. Typical pavement section and locations where non-typical paving completed
 - iv. Sidewalks including width and all handicap ramps.
 - v. Driveway locations and widths
 - vi. Curb with elevations (top of curb/bottom of curb) on P.C. and P.T. at intersections and at all low points
 - vii. Street monuments with elevations
 - viii. Street lights and traffic control signs, including size and designation
 - ix. Street address/lot number for each lot

3. Storm Sewer

- a. As-built information for the storm sewer system shall include, but not be limited to, the following:
 - i. Storm sewer lines and all storm sewer facilities
 - ii. Grate and manhole rim elevations. All grate and manhole invert elevations should include unique identification numbers and all invert "in" elevations should reflect upstream manhole numbers
 - iii. Pipe sizes, types, lengths and slopes
 - iv. Inverts of all inlets, manholes and endwalls
 - v. Types of endwalls and non-standard inlet boxes to be identified (ie. FES, DW, D, etc.)
 - vi. Location of all sump pump/roof drain tie-ins.
 - vii. Location (including boundary outline) and depth of all underground seepage beds
 - viii. Invert elevation of storm sewer at sanitary sewer and utility crossings
- b. All storm sewer easement shall be identified and labeled accordingly

4. Detention Basins

- a. As-built information for detention basins shall include, but not be limited to, the following:
 - i. Contours at 1 foot interval
 - ii. Spot elevations on the top of berm along all interior and exterior edges
 - iii. Emergency spillway location, elevation, size (length/width). Spot grades should be provided along the emergency spillway
 - iv. Size, type, length, inverts and slope of all inflow and outflow pipes
 - v. Top of structure elevation and all associated inverts/sizes of weirs and orifices on the outlet control structure
 - vi. Location of permanent erosion control measures
 - vii. As-built information on constructed swales which discharge into the basin shall be furnished upon request, as required by the Township
 - viii. Detention Basin Volume calculation including a stage/storage/discharge tabulation
 - ix. Location and limits of all emergency access roads
- b. As-built plans for the detention basin may be included as a separate plan sheet or as directed by the Township.

5. Sanitary Sewer

- a. As-built information for the sanitary sewer system shall include, but not be limited to, the following:
 - i. Manhole rim elevations and inverts (including drop inverts). All manhole invert elevations should include unique manhole identification numbers and all invert "in" elevations should reflect upstream manhole numbers
 - ii. Pipe sizes, lengths, slopes and types
 - iii. Location and inverts of all lateral connections (Inverts may be interpolated from as-built manhole invert information. Horizontal

**NOTICE TO ALL PROPERTY OWNERS AND PROPECTIVE
PURCHASERS OF LAND DESCRIBED IN THIS PLAN:**

1. THIS APPROVED FINAL PLAN CONTAINS IMPORTANT INFORMATION CONCERNING THE USE AND OWNERSHIP OF THE LOTS AND/OR REAL PROPERTY DESCRIBED IN THIS PLAN.
2. EVERY PROSPECTIVE BUYER OF ANY REAL PROPERTY SHOULD REVIEW ALL PAGES CONTAINED IN THIS PLAN, AND ALL WRITTEN INFORMATION CONCERNING THE USE, DEVELOPMENT OF THE REAL PROPERTY, COVENANTS, EASEMENTS AND RESTRICTIONS WHICH MAY AFFECT PART OF AND/OR THE ENTIRE PARCEL OF REAL ESTATE SHOWN IN THIS PLAN.
3. RESTRICTIONS, PROMISES, COVENANTS, EASEMENTS AND/OR OTHER LANGUAGE CONTAINED IN THIS PLAN MAY LIMIT, RESTRICT AND/OR EXCLUDE CERTAIN OWNERSHIP RIGHTS; INCLUDE ADDITIONAL OBLIGATIONS, AND/OR GRANT RIGHTS TO OTHER PERSONS/ENTITIES TO A PORTION AND/OR ALL THE REAL PROPERTY DESCRIBED IN THIS PLAN.
4. THIS LANGUAGE AND INFORMATION AFFECTS AND CONTROLS THE TRANSFER (OWNERSHIP) OF ANY LOT OR REAL PROPERTY SHOWN IN THIS FINAL PLAN AS OF THE DATE OF ITS RECORDING, AND EVERY OWNER IN THE FUTURE.
5. THE TOWNSHIP'S APPROVAL OF THIS PLAN INCORPORATES ALL NOTES, CONDITIONS, RESTRICTIONS AND LANGUAGE AS CONTAINED ON THIS PLAN, AND PROVIDES THE TOWNSHIP WITH THE RIGHT TO ENFORCE ALL SUCH TERMS AND CONDITIONS.
6. **THE INFORMATION CONTAINED IN THIS FINAL PLAN
CONTROLS ALL USE AND OWNERSHIP OF THE REAL
PROPERTY DESCRIBED IN THIS PLAN EVEN IF A DEED TO AN
OWNER DOES NOT CONTAIN AND/OR EXPRESSLY REFER TO
THE LANGUAGE DESCRIBED ON THIS FINAL PLAN.**