



APPLICATION FOR PRELIMINARY/FINAL SUBDIVISION AND LAND DEVELOPMENT

NORTH COVENTRY TOWNSHIP, CHESTER COUNTY, PA

1. CONTACT INFORMATION

Applicant Name: _____ Telephone Number: _____

Mailing Address: _____

Email Address: _____

Legal Status: () Owner of legal title () Owner of equitable title ()

Name of Property Owner (if not applicant): _____

Mailing Address: _____

Email Address: _____ Telephone Number: _____

Name of Attorney (If applicable) _____ Telephone Number: _____

Mailing Address: _____ Email Address: _____

Name of Engineer/Surveyor: _____ Telephone Number: _____

Mailing Address: _____ Email Address: _____

2. PROJECT INFORMATION

Name of proposed project: _____

Type of Project Submission (check all that apply):

___ Preliminary Plan ___ Final Plan

___ Major ___ Minor

___ Subdivision ___ Land Development

Project Location: _____

Zoning District: _____

Tax Parcel Number(s): _____

Acreage/Square Footage: _____

Project Description (add additional attachments as needed):

Describe existing Improvements on the Land:

- Total Length of existing road frontage (feet) _____
- Average paved width of existing road (feet) _____
- Principal existing road is part of local or state road _____
- Developer widening road pavement by how many feet? _____
- On how many sides of road? _____
- No. of proposed dwelling units _____
- Required open space % estimate _____
- Proposed common open space in acres _____
- Homeowner's Association Proposed? _____
- Non – residential structures on ground floor area in square feet _____
- Non – residential structures total square footage _____
- Zoning Minimum for Road Frontage in Feet _____
- Zoning Minimum for Lot area (square foot or acres) _____
- Has the Chester County Health Dept. reviewed for on lot sewer or water? _____
- Is any part of the overall tract in a 100 year floodplain? _____
- Is any part of the overall tract considered wetlands? _____
- Are complete stormwater management plans and runoff calculations submitted? _____
- Are shade trees, planting screens, and landscaping shown on the plans? _____
- When is construction (if applicable) contemplated? _____
- Are there any other improvements of note, including trails, streetlighting, parks, etc. proposed?

Variances/Relief Waivers Requested:

List and Attach all Zoning, Conditional Use Decisions, and other applicable relief granted with application. Include all proposed relief including zoning and subdivision and land development ordinance relief.

3. PLAN SUBMISSION – CHECKLIST

Project Name: _____

Copies of Plan Documents to be Submitted with Application:

Subdivision / Land Development Application	1
Application Fee (Payable to <i>North Coventry Township</i>)	1
Escrow Fee (Payable to <i>North Coventry Township</i>)	1
Chester County Act 247 Referral Form	1
Application Fee (Payable to County of Chester)	1
Preliminary / Final Plan-Full sized Planning Commission	7
Township BOS	5
Township Engineer	1
Township Solicitor	1
Fire Marshal	1
Township Zoning Officer	1
Township File	1
Digital Copy (PDF) of plan	1
Preliminary / Final Plan – Reduced Size (11 x 17 or 12 x 18)	1
Sewage Facilities Planning Module Act 537 form	1
Escrow Reimbursement Agreement (Attached)	1
Public Plan Review Consent Form (Voluntary)	1

Committee and Agency Review: The Township has the right to ask for additional copies of plans, reports, and other documents for agency and committee review included but not limited to the North Coventry Municipal and Water Authority, Parks and Recreation, Environmental Advisory Council, Historical Commission, and Open Space Review Board Committees.

Public Notice Requirements: Pursuant to North Coventry Township Subdivision and Land Development Ordinance Chapter 320 Section 9D, applicants must adhere to the Notice requirements and posting on the affected tract of land subject of the initial plan review by the North Coventry Township Planning Commission. The Township Code is available on the Township website at www.northcoventrytownship.com.

Fees (please refer to Township Fee Schedule):

Amount:

Application Fee: _____
Payable to "North Coventry Township"

Escrow Fee: _____
Payable to "North Coventry Township"

Act 247 Referral Fee: _____
Payable to "County of Chester"

4. CERTIFICATION

I / We hereby apply for a Subdivision and / or Land Development Plan Review in accordance with the North Coventry Township Subdivision and Land Development Ordinance.

I / We certify that the information provided in this application is true and correct to the best of my / our knowledge.

X Owner / Applicant Signature

Date

Printed Name

For Township Staff Only:

Date Application Submitted: _____

Date Determined Complete: _____

Public Plan Review Consent Form

Does the Township have permission to publish the proposed plan in electronic format on the Township website for informational purposes to inform the public? The Public Plan Review Consent Form is a voluntary consent and opportunity for the public to view your plan as part of the review process.

If you consent to North Coventry Township posting your proposed plan on our Township website, www.northcoventrytownship.com, please sign below:

Applicant Signature: _____ Date: _____

**CASH ESCROW AGREEMENT
FOR REVIEW OF SUBDIVISION & LAND DEVELOPMENT
APPLICATION**

NAME OF DEVELOPMENT: _____

NORTH COVENTRY TOWNSHIP, CHESTER COUNTY

THIS AGREEMENT, made this _____ day of _____, _____, by and between **NORTH COVENTRY TOWNSHIP**, Chester County, Pennsylvania, (the "TOWNSHIP") having offices at 845 South Hanover Street, Pottstown, PA 19465, and **[NAME OF DEVELOPER]** ("DEVELOPER"), a [State] [type of business entity, e.g. corporation or limited liability partnership] with a registered address of [DEVELOPER's address].

WHEREAS, DEVELOPER is processing an approved final subdivision/land development plan for certain land(s) within the TOWNSHIP;

WHEREAS, as part of the final review of the approved plan, DEVELOPER requires preparation and review of certain development agreements and homeowners association declarations by the TOWNSHIP and its Engineer, Solicitor and other professional consultants; and

WHEREAS, in order to guarantee prompt reimbursement to the TOWNSHIP of the fees, costs and expenses incurred by such review, DEVELOPER agrees to provide funds to be deposited in escrow.

NOW, THEREFORE, in consideration of the mutual promises and undertaking of the parties hereto, the receipt, adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Review of Required Agreements, Plans and Homeowners' Association Declarations.** DEVELOPER has or will submit certain development agreements and homeowners' association declarations to the TOWNSHIP for review ("Required Documents"). The Required Documents shall be reviewed by the TOWNSHIP's professional consultants including, but not limited to, the TOWNSHIP Engineer, TOWNSHIP Solicitor and other professional consultants, in accordance with the TOWNSHIP's Subdivision and Land Development Ordinance and the Municipalities Planning Code.

2. **Duty to Reimburse Professional Consultant Review Fees.** DEVELOPER shall reimburse the TOWNSHIP for all costs, expenses and fees incurred by the TOWNSHIP for the review of the Required Documents, together with any other documents or plans that the DEVELOPER requests the TOWNSHIP review. Said costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the TOWNSHIP Solicitor; the reasonable expenses and fees of the TOWNSHIP Engineer and any other professional consultant(s) engaged by TOWNSHIP to review the Review Documents. The costs, expenses and fees incurred by the TOWNSHIP shall be collectively referred to as the Professional Consultant Review Fees.

3. **Schedule of Fees.** The schedule of Professional Consultant Review Fees shall be approved by Resolution of the Board of Supervisors from time to time in accordance with Section 503 of the Municipalities Planning Code.

4. **Duty to Maintain Escrow Fund.**

(a) DEVELOPER shall deposit with the TOWNSHIP the sum of Five Thousand (\$5,000.00) as security to guarantee reimbursement of all Professional Consultant Review Fees (said deposit to be referred to herein as the "Escrow Fund"). This sum of Five Thousand (\$5,000.00) shall be the minimum amount contained in the Escrow Fund at all times. Upon notification that the balance in the Escrow Fund is at or below the aforementioned minimum amount, DEVELOPER shall deposit such sum as may be required to replenish the Escrow Fund within thirty (30) days of any request by the TOWNSHIP to do so.

(b) The Escrow Fund shall be deposited into a financial institution of the TOWNSHIP's choice to be maintained in the name of the TOWNSHIP. There shall be no obligation of behalf of the TOWNSHIP to deposit the funds at interest.

5. **Invoicing.**

(a). The TOWNSHIP shall on a monthly or other convenient basis submit to the DEVELOPER a detailed itemization of fees and costs incurred as part of the plan review process.

(b) In accordance with Section 503(1)(i) of the Municipalities Planning Code and the TOWNSHIP's Subdivision and Land Development Ordinance, within thirty (30) days of the date of an itemized invoice depicting all engineering, administrative, legal and other review fees associated with the review of the Required Documents. DEVELOPER shall reimburse the TOWNSHIP for all such fees.

(c) In the event the DEVELOPER fails or refuses to remit payment for the full amount of review fees and costs within thirty (30) days, the TOWNSHIP shall be entitled to withdraw the amount owed by the DEVELOPER from the Escrow Fund.

6. **Administrative Fee.** DEVELOPER agrees that the TOWNSHIP may charge a sum not to exceed \$10.00 per monthly invoice as an administrative fee to reimburse the TOWNSHIP for the time and costs incurred to administer the escrow account and the reimbursement of required review fees generally.

7. **Objections.** Should DEVELOPER wish to dispute any of the above-referenced Professional Consultant Review Fees, it must notify the TOWNSHIP and the TOWNSHIP's professional consultant whose fees are contested no later than 100 days after the transmittal of any bill for services, and shall identify with specificity the basis for the objection to any charge for fees, cost, expense, etc. The failure of

the DEVELOPER to contest such fees within 100 days constitutes a waiver of the right to challenge any such fees charged. Should DEVELOPER contest any fee, it shall nonetheless remit payment of the disputed fees, without prejudice to its position in disputing the same. The procedure set forth in the Municipalities Planning Code, 53 P.S. § 10510(g)(2) through (5), shall then be utilized to resolve all timely disputed fees.

8. **Interest.** In the event the Escrow Fund is insufficient to satisfy any outstanding balance of the DEVELOPER, the outstanding balance shall bear interest at the rate of one and one-half percent (1-1/2%) per month.

9. **Termination.** The Escrow Fund, and the obligations under this Agreement, shall continue until the final approved plans are released for recording in the Office of the Recorder of Deeds of Chester County. As a condition to the release of the Plans for recording, DEVELOPER shall ensure that all Professional Consultant Review Fees have been satisfied. DEVELOPER further acknowledges that as a condition to the initiation of construction of the final approved plan, the TOWNSHIP will require the DEVELOPER establish a separate construction inspection escrow that will be governed by a separate agreement.

10. **Assignment.** Except for proper deductions and distributions of the Escrow Fund as contemplated by this Agreement, neither DEVELOPER nor TOWNSHIP will assign or transfer, in whole or in part, any right, privilege or obligation in the Escrow Fund created hereunder, or in this Agreement, without prior written consent of the other party.

11. **Third party beneficiary.** The rights, privileges and obligations between the parties to this Agreement shall not be deemed to create any such rights, privileges or obligations with respect to any persons not party to this Agreement, either as a third party beneficiary, creditor beneficiary, or any other manner.

12. **Bankruptcy/Insolvency.** DEVELOPER acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of DEVELOPER, the Escrow Fund and all interest of DEVELOPER in, to or under this Agreement, are not and shall not be considered part of the estate of DEVELOPER, unless and until all Professional Consultant Review Fees have been satisfied.

13. **Attorney Fees, Costs and Interest.** In the event the TOWNSHIP initiates legal action against DEVELOPER to enforce DEVELOPER's obligation to reimburse the TOWNSHIP for all unpaid Professional Consultant Review Fees, the TOWNSHIP shall be entitled to recover an award of attorneys' fees and all other costs of litigation in the event the TOWNSHIP prevails, together with pre- and post-judgment interest at the statutory rate.

14. **Waiver.** Neither the failure nor any delay on the part of TOWNSHIP to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude

further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the TOWNSHIP unless it is in writing signed by a duly authorized representative of the TOWNSHIP.

15. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year aforesaid.

NAME OF DEVELOPER: _____

By: _____

Witness

Name:

Position/Title