ADMISTRATIVE PROCEEDURES FOR SUBDIVISION AND LAND DEVELOPMENT APPLICATIONS

Applicants and their agents/representatives must read the following rules and procedures and follow them. If you have questions, please contact the Township Secretary. Applicants who do not adhere to these guidelines risk delays in plan processing and review.

1. **Applicant Submits Sketch Plan (Optional, but recommended).** The applicant is strongly encouraged to submit a sketch plan. By submitting a sketch plan, the applicant will benefit from input from the staff, the Planning Commission, and other advisory boards and commissions (ABC) before presenting the subdivision/land development plan to the Planning Commission and Board of Supervisors. Information on sketch plan submissions is available in Article V. section 170-19 of the Township Subdivision Land Development Ordinance (SDLDO).

2. **Applicant obtains necessary forms and documents from the Township.** The applicant should obtain the following materials from the Township.

   - Copy of current Subdivision/Land Development Ordinance (Ch.170)
   - Copy of current Zoning Ordinance (Ch. 200)
   - Copy of current stormwater management ordinance (Ch. 165)
   - Any recently adopted but unmodified amendments to the above
   - Current Fee Schedule
   - Rules and regulations governing the construction of and connection to sanitary sewerage facilities in New Garden Township (Ch. 152)

The New Garden Township Code is available for review at www.newgarden.org, but it may not have the most recent amendments and is therefore not deemed to be the official source of this documentation. The official source of the New Garden Township Code is the New Garden Township Administration Building, 299 Starr Road, Landenberg, PA 19350.

The applicant should also obtain a complete subdivision/land development application packet, which includes;

- One copy of administrative procedures
- Township Fee Resolution
- One application form (attached)
- One copy of Reimbursement form (attached)
- One copy of the Township Cash Escrow Agreement (attached)
- One copy of Stormwater Operations and Maintenance agreement (attached)
- One copy Financial Security Agreement
- Plan Application Time extension form (attached)
- One County of Chester Subdivision / Land Development information form (attached)
- One Act 247 County referral form (attached) also available at http://dsf.chesco.org/planning)
- Chester County Information Record Form (attached)
- PA D.E.P. Sewage Facilities Planning Module Application Mailer
- Letter from PENNDOT (attached)

3. **Applicant Notifies Adjoining Landowners.** The applicant should notify all adjoining landowners (deemed to be those contiguous- including separation by road, right of way, or water body; or in a neighboring municipality) in writing about their intention to submit an application. The notice shall state the nature of the application and inform the adjoining landowners of the next regularly scheduled meeting of the Planning Commission when the application will be considered (contact the Township Secretary to determine the exact date and time). The letter should also include the location of the meeting – New Garden Township Administration Building, 299 Starr Road, Landenberg, PA 19350. The notice shall be sent first class mail or hand delivered to the owners based upon information on file at the Chester County Tax Assessment Office, West Chester, PA. Copies of the letters should be submitted with the application.

4. **Applicant Submits Subdivision/Land Development Plan.** Applications for subdivision/land development shall be made to the Township, in writing, on a form furnished by the Township. Applications, attachments and/or revisions submitted for review shall be filed with and received by the Township Secretary no later than 2:00 p.m. nine (9) calendar days prior to the day of the Township Planning Commission's regular meeting following such submission. A complete application includes:

   - Completed application form
   - Letter of authorization and/or agreement of sale from the property owner (if applicant is not the owner of record and/or represents themselves to be the equitable owner or agent for the property owner)
   - Township filing fee (see Fee Schedule) – check made payable to "New Garden Township"
   - One copy of Act 247 County referral form with the appropriate fee – check made payable to "County of Chester"
   - One copy of County of Chester Subdivision / Land Development Information Form.
   - Five copies of sewage planning modules and related documentation.
   - One copy of Act 537 County referral form (DEP Component 2 or 3 only) (if required)
   - Ten copies of Subdivision/land development plans
   - One PDF digital file on disc
   - Unappealable zoning relief (if applicable)
   - Proof of notification of adjoining property owners
   - Letter noting provision of utility services

The Township will review the application for completeness. If the application is determined to be incomplete, the Township will notify the applicant of the steps required to make the application complete. In the absence of a complete application submission, the application shall not be considered at the next regularly scheduled meeting of the Planning Commission and the 90 day review time clock will not commence.

5. **Zoning relief:** In the event that zoning relief is required, the applicant shall obtain unappealable zoning relief prior to the submission of an application.

6. **Township Distributes application to Planning Commission.** Once the Township determines that the application is complete, the application is forwarded to the New Garden Township Planning Commission and Chester County Planning Commission for review.

7. **Planning Commission Accepts Application.** At the next regular scheduled Township Planning Commission meeting, the applicant shall present the plan to the Planning Commission. The purpose of this initial application is to provide an overview of the project. The applicant shall be prepared to address the major aspects of the project.

   - Use(s) proposed
   - Surrounding properties
   - Site characteristics (e.g. hydrological features, slopes, woodlands, natural resources, etc.
   - General appearance (e.g. façade, architecture), if known/applicable
   - Nature of lighting
   - Nature of landscaping
   - Off street parking and loading areas
   - Utilities (sewerage, water, stormwater)
   - Access (pedestrian and vehicular)
   - Historic context (if applicable)
   - Zoning and/or subdivision relief needed, if applicable.

If the application is complete, the Planning Commission will accept the application and the 90-day review time clock will start.

8. **Site visit.** The Planning Commission may request a site visit to view the property.

9. **Application is reviewed by various advisory boards/commissions and professionals and review comments are submitted to the Planning Commission and applicant.**

10. **Applicant continues to meet with the Planning Commission.** The applicant shall attend all meetings with the Planning Commission and the plan may be revised several times. During subsequent meetings, the applicant should address comments raised in the professional review letters. Revised plans must be submitted (9) calendar days prior to the next regular Planning Commission meeting to be included on the meeting agenda. Revised submissions must include AutoCAD and PDF versions of the revised plans.

11. **Planning Commission makes a recommendation to the Board of Supervisors.** Once all Planning Commission comments and professional review comments are addressed, the Planning Commission may make a recommendation to the Board of Supervisors. The Planning Commission's recommendation will focus on Code compliance.

12. **Applicant meets with the Board of Supervisors.** The applicant shall then attend one or more meetings of the Board of Supervisors.

13. **Board of Supervisors act on the application.** Once all outstanding items are addressed, the Board of Supervisors will act on the application. All conditions preliminary and final approval shall be noted on the plans and agreed to in writing by the applicant. If the application is for preliminary subdivision/land development, the applicant will begin this process again with a final subdivision/land development plan. (The applicant is not required to submit any new fees and/or application forms to begin the final plan process after the Board of Supervisors grants preliminary approval). If the application is for final or preliminary/final subdivision/land development, the application will proceed through the next step.

14. **Construction improvement agreements.** When applicable, road and improvement construction agreement must be fully executed by the applicant and Board of Supervisors and financial security posted in an amount acceptable to the Township to guarantee completion of the public improvements (or other substantial improvements whose guarantee completion are in the public interest) and sufficient cash escrow is paid to satisfy reasonable review process expenses (including engineering, legal and related consultants) before any permits are issued and/or before land disturbance commences.

15. **Plans are recorded.** Within 90 days of the applicant's receiving final approval and execution of the subdivision and land development agreement and improvement guarantee, the final plan (and any other relevant documentation) shall be recorded with the Chester County Recorder of Deeds office. The applicant shall then submit three (3) sets of recorded plans and documents to the Township. Final approved plans will not be recorded until all applicable conditions of plan recordation are satisfied. At the time of final plan approval, all applicants are required to submit the approved final plans in a read only PDF and AutoCAD (working drawing) file format. These files shall serve as electronic archives for future reference. The AutoCAD files will be kept in the Township office; the PDF files are public documents and public distribution is permitted within the context of the Open Records act. The Township and its agents do not and will not indemnify any person with regard to its use of these files, which are a required component for a complete application and for the Township reasonably to conduct its reviews.

16. **As Built plan submission:** Upon completion of construction of the improvements shown on the approved subdivision and/or land development plan, but prior to the final release of financial security posted with the Township or New Garden Township Sewer Authority, the applicant shall deliver to the Township two (3) complete sets of as-built plans and drawings which accurately depict the exact details of construction, location, placement and similar attributes of the improvements so constructed.

A note about electronic presentations: All applicants or their agents submitting applications for subdivision/land development and conditional use are required to present the plans and related documents at all public meetings using presentation and graphics software supplied by the applicant to display the plans and related information on the viewing screen located in the Township Main Meeting room. The applicant or his/her agents should bring self-contained devices (laptop PC, etc.) to display the information using PowerPoint or similar presentation software on the available screen. The Township will provide a viewing screen and table for equipment setup upon request.

A note about time extensions: If the Township determines that the 90-day review time clock will expire prior to the next regular meeting of the Board of Supervisors, the Township shall notify the applicant that a time extension for plan review is necessary. If the applicant does not request a time extension in writing prior to the Planning Commission meeting most immediately preceding the expiration of the 90-day review clock the Planning Commission may recommend the plan be rejected by the Board of Supervisors due to lack of due diligence by the applicant. If in the opinion of the Township, the applicant is not exercising due diligence in effecting plan revisions or obtaining necessary approvals, but continues to request time extensions, the Board of Supervisors may consider rejecting the plan at the next regularly scheduled Board of Supervisors meeting. Or in the alternative, the applicant may execute a plan application time suspension agreement.

This document serves as a guideline for SDLD administrative procedures. Please refer to the Township Zoning and Subdivision/ Land Development ordinances for full context.

NEW GARDEN TOWNSHIP
SUBDIVISION / LAND DEVELOPMENT APPLICATION SD#_____

Application is hereby made for review of the subdivision/land development application described below in accordance with PA Act 247, as amended, and the Township Code. Applicants must provide all of the information listed on this form. Refer to attachments as necessary. No application will be accepted that is incomplete.

1. Date Filed: _____

2. Property information

Name of Land Development / Subdivision: _____

Address of property: _____

Tax parcel ID number (s):_____ Zoning district: _____

Acreage: _____ Number of proposed lots/units: _____Average area of each lot: _____

Type of application (i.e. subdivision, land development): _____

Type of plan (check box) ☐ Preliminary ☐ Final

The original tract is covered by deed or deeds, recorded in Book # _____Page #_____

Do any Deed restrictions exist on this parcel? ☐ Yes ☐ No If yes please list: _____

Do any rights-of-way or easements exist on this parcel? ☐ Yes ☐ No If yes please list: _____

_____

List of proposed public improvements: _____

There will be approximately _____lineal feet of new streets.

Do you intend to deeds roads to Township? ☐ Yes ☐ No

Number of buildings planned: _____ Single family _____ Multi Family _____ Apartments _____ other

It is proposed to divide the development into _____ phases.

Type of waste disposal (check box): ☐ Public ☐ Private Type of water supply: ☐ Public ☐ Private

3. Contact information

Applicant's name: _____

Mailing address: _____

Phone number: _____ Fax number: _____

Email address: _____

Relationship to property (owner of record, equitable owner, etc.): _____

Note: If the applicant is other than the property owner, a letter of authorization to submit the application and/or an agreement of sale is necessary and must be attached hereto.

Owner or record: _____

Mailing address: _____

Phone number: _____ Fax number: _____ Email address: _____

Project attorney: _____

Mailing address: _____

Phone number: _____ Fax number: _____

Email address: _____

Project engineer: _____

Mailing address: _____

Phone number: _____ Fax number: _____

Email address: _____

4. Relief Required: Will zoning relief or other waivers of Township ordinances be required for this project? ☐ Yes ☐ No

Code Section	Brief explanation

Required documentation:

☐ Completed application

☐ 10 sets of plans prepared in accordance with 170-11., 170-12., 170-13., and 170-20.and 170-21.

☐ 2 copies of plan on PDF created using Adobe acrobat 7.0 professional or most current versions

☐ Signed Township reimbursement form.

☐ Township filing fee (see Township Fee Resolution) – check made payable to New Garden Township.

☐ One copy of signed Township Subdivision / Land development agreement. (Prior to release of Final Plan)

☐ One copy of signed Township Cash escrow agreement.

☐ Cash escrow fee (see Township Fee Resolution) – check made payable to New Garden Township.

☐ Two copies of Township Stormwater BMP Operations and Maintenance agreement.

☐ One copy of Act 247 County referral form with appropriate fee – check made payable to "County of Chester".

☐ One copy of County of Chester Subdivision/Land development information form.

☐ 5 copies of sewage planning modules and related documentation.

☐ One copy of Act 537 County referral form (PA. D.E.P. Component 2 or 3 only) if required.

☐ 2 sets of stormwater management documentation / plans (if required).

☐ Letters from public utilities noting provision of utility services.

☐ Copy of unappealable zoning relief (if required).

☐ Letter agreeing to permit any elected, appointed, and/or assigned staff member of New Garden Township to enter the exterior premises of the property, in which this application pertains, for the purpose of conducting site inspections while the proposed application is being considered by New Garden Township.

I /We agree to reimburse the Township of New Garden for such fees and expenses as said Township or Board of Supervisors may incur for the services of an engineer and/or inspector, in investigation, tests and advising the Board of Supervisors in relation to this application and plans, including legal fees

_____ Witness _____ Owner/Applicant

_____ Witness _____ Approved by owner

(if not applicant)

TOWNSHIP OF NEW GARDEN
RESOLUTION No. 143

A RESOLUTION TO SET FEES TO BE CHARGED FOR VARIOUS SERVICES AND PERMITS WITHIN NEW GARDEN TOWNSHIP

Whereas, various Ordinances call for the establishment of fees for permits, reviews, hearings, and / or inspections; and

Whereas, the Township provides various other services for which it charges fees; and

Whereas, it is helpful to have such service fees and permit fees listed in a single document for the benefit the public.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the following shall be fees charged by New Garden Township, as listed herein:

SECTION I. – GENERAL GOVERNMENT

Sale of documents:

Comprehensive plan.....$35.00
Subdivision / Land Development Ordinance $40.00
Zoning Ordinance $55.00
Zoning Maps .....$ 5.00
Road Maps .....$ 3.00
Geo Plan maps of property .....$ 3.00
Copies (done by staff).....$ .25/sheet

Services:

Tax Certifications/Lien Payoffs (hydrant, street, light).....$ 25.00

Building Use;
Groups of 20 or fewer persons.....$35.00 + $100.00 security deposit
Groups of more than 20 persons.....$60.00 + $100.00 security deposit

The Township Manager may waive the Building Use Fee and/or the Security deposit, upon request, if the Township Manager believes such request is justified.

Duplicate tax bill.....$ 5.00
Return check fee.....$25.00

SECTION II. – SANITARY SEWAGE

Nonrefundable application for service fee	$	75.00
Tapping fee (set by ordinance from time to time)	$	8,112.59
Sewer account status certification (each occurrence)	$	25.00
Delinquency notice (each occurrence)	$	25.00
Shut off notice and posting (each occurrence)	$	65.00
Water shut off and / or turn on (each occurrence)	$	85.00
Returned check fee	$	25.00
Sewer lateral installation inspection (each occurrence)	$	85.00
Sewer main construction inspection and testing (per hour)	$	85.00
Grease trap inspection (each occurrence)	$	85.00
Grease trap performance inspection (each occurrence)	$	85.00
Investigation of sewage related complaints (per hour)	$	85.00
Water meter accuracy check (each occurrence)	$	185.00
Sewer meter accuracy check (each occurrence)	$	185.00
File and records research (per hour)	$	25.00
Standard specifications and details (per copy)	$	35.00
Sewer Certification	$	25.00

Legal, engineering and consultant fees (standard rate charged to the Township unless otherwise established by ordinance or resolution)

Sewer user fees set by ordinance from time to time.

SECTION III. – PUBLIC SAFETY

A. Building Permits for New Construction, Alterations, Additions & structural repairs.

(a) Residential Use Group R-3 (single family detached dwellings and semi detached single family dwellings – twins)

Minimum fee for all residential permits.....$100.00

NEW CONSTRUCTION $50.00 plus $ .35 per sq. ft. GFA**

RESIDENTIAL ADDITIONS, ALTERATIONS AND STRUCTURAL REPAIRS
2% of construction cost

UTILITY & MISCELLANEOUS USE GROUPS

(Decks, sheds, swimming pools, garages, retaining walls, etc.)
2% of construction cost.

(b) All Use Groups other than Use Group R-3 and Agricultural buildings

NEW CONSTRUCTION & ADDITIONS

Minimum fee for all commercial permits..... $200.00

$85.00 plus $ .45 per square foot of GFA**

ALTERATIONS & REPAIRS WHICH DO NOT INCREASE AREA
(Must submit copy of contract)

First $1,000.00.....$150.00
Each additional $1,000.00 or fraction thereof.....$ 30.00

(c) Mechanical permits – all use groups

Minimum fee.....$100.00
Based on installation costs (must submit copy of contract)
First $1,000.00 or fraction thereof.....$50.00
Each Additional $1,000.00 or fraction thereof up to $100,000.00.....$20.00
Each additional $1,000.00 or fraction thereof in excess of $100,000.....$ 6.00

(d) Plumbing permits – all use groups

Minimum fee.....$100.00
1st five (5) fixtures.....$100.00
Each additional fixture, stack and vent.....$ 5.00
Water service.....$100.00
Sewer lateral.....$100.00
Grease traps / oil separators.....$100.00
Plus consultant and engineer's review and inspection fees.

(e) Electrical permits.....$50.00
Must submit 2 sets of plans with application reviewed & signed by a PA. Department of Labor & Industry certified electrical plans examiner.

(f) PCCA fee each permit..... $ 4.00

(g) Commencement of construction prior to obtaining required permit.....double permit fee

(h) Failed inspections.....$50.00 per each failed inspection payable prior to Reinspection.

(i) Miscellaneous Permits

Blasting permits.....$100.00
Residential Use & Occupancy permit .....$5.00 per 100 sq. ft.
All other Use & Occupancy permits .....$7.50 per 100 sq. ft.
Temporary Certificate of Occupancy $50.00
Demolition $150.00
Trailer placement (residential).....$20.00 per 100 sq. ft.
Trailer placement (all others) .....$40.00 per 100 sq. ft.
Construction trailer $250.00
Tempory sales/office Trailer $400.00
Concrete slab .....$5.00 per $100 sq. ft.
Minimum use driveway permit .....$15.00 ****
Low volume driveway permit.....$30.00 ****
Medium volume driveway permit.....$40.00 ****
High volume driveway permit.....$50.00 ****
Commercial Certificate of Occupancy.....$50.00
(New business when building permit not required)
Signs .....$5.00/s.f. $100.00 minimum
Spent Mushroom Substrate permit registration.....$ 600.00
Spent Mushroom Substrate annual renewal registration ..... $ 300.00
Mobile Home Park Annual permit.....$ 50.00
Junk Yard Annual license.....$ 50.00
Congregate living quarters Certificate of occupancy.....$ 50.00
Special Events permit .....$ 100.00
Solicitation permit.....$ 25.00
Annual mechanical amusement devices.....$100.00 per device
Amusement permit...Annual....$10.00.....Temporary.....$ 5.00
Lot Alteration permits.....$100.00 plus
$10.00 for each 1,000 s.f. of area plus engineer fees. ***
Zoning permit.....$ 50.00
Pool enclosures.....$ 50.00
Fences.....$ 50.00
Reinstate expired permit.....1/2 of original fee
Mushroom Farm Waste water collection systems.....$100.00
Timber Harvesting permit.....$100.00
Stormwater management / erosion control permit.....$200.00 application fee
$500.00 escrow fee

Notes:

** GFA – Gross floor area defined by the International Building Code.

*** Lot Alteration permit fee does not include Township Engineer review fees or inspection fees. The applicant shall reimburse the Township all such fees.

**** Driveway permit fees do not include inspection fees. Required inspections will be determined upon review of the application. Fees shall be in accordance with **Schedule of fees for Highway Occupancy permits** as published by PSATS

(j) Appeals to the Building Appeals Board
Appeals to the Building Appeals Board.....$500.00 application fee
(Applicant will be billed for actual costs)

B. POLICE DEPARTMENT

Accident reports.....$ 15.00
Crime or Incident Synopsis..... (Depending on crime)$ 10.00-25.00
Finger printing.....resident.....$ 10.00
(up to 3 cards, $5.00 each additional card) Non-resident.....$ 20.00

Extra duty police service..... $80.00 per hour per officer plus $12.00 per hour per police vehicle.

Towing/storage (If towed by Township request).....Towing company rates and Charges.

Alarm registration.....$25.00
Alarm registration annual renewal.....$10.00

C. PUBLIC WORKS DEPARTMENT

Highway occupancy fees shall be in accordance with **"Schedule of Fees for Highway Occupancy Permits"** as published by the Pennsylvania State Association of Township Supervisors.

SECTION IV. – PARKS DEPARTMENT

Park Pavilion Rentals (Per event).....$ 60.00 plus $100.00 deposit.

SECTION V. - NEW GARDEN FLYING FIELD FEES

Individual T-Hangar.....$300.00/month
Shared Hangar.....$200.00/month
Hangar 1301.....$750.00/month
Tie Down.....$ 85.00/month

Overnight Ramp fee.....$ 10.00/night

SECTION VI. – ZONING

A. GENERAL

Zoning Hearing Board Applications:

Appeals from Zoning Officer.....$ 750.00 application fee *****
Variances.....$ 500.00 application fee *****
Special Exceptions.....$ 500.00 application fee*****
Validity Challenge.....$ 500.00 application fee*****

***** Applications for Appeals, Variances, Special Exceptions and validity challenges will be billed actual costs for administrative costs, advertising and ½ of court reporter as permitted by the PA. Municipality Planning Code.

Conditional Use Hearing Applications	$1,400.00 plus ½ of court Steno. Each hearing******

****** Plus $1,200. per each subsequent hearing – e.g. $1,200.00 per night

Zoning Certifications	$200.00
Zoning permits	$ 50.00
Zoning Preliminary Opinions	$500.00
Home Occupation permits	$ 50.00
Home Day Care permits	$ 50.00
Zoning certificate of occupancy	$ 50.00

SECTION VII. – SUBDIVISION / LAND DEVELOPMENT

1. Every applicant, at the time of filing an application for approval of a subdivision or land development plan, shall pay to the Township of New Garden a basic filing fee and escrow deposits for reasonable and necessary charges by the Township's professional consultants in accordance with the following schedule:

A. TENTATIVE SKETCH PLAN: No charge if submitted to the Township Planning commission for informal discussion purposes only.

Persons submitting tentative sketch plans to the Township Engineer or other Township consultants for review shall reimburse the Township all charges associated with the sketch plan review prior to submission of Preliminary or Final Subdivision and Land Development applications to the Township.

B. MINOR SUBDIVISION

(1) Residential lot line change/ reverse subdivision:
Filing fee..... $ 300.00
Escrow – Initial deposit.....$1,300.00
Escrow – Minimum balance.....$ 650.00

(2) Plan showing from two (2) through and including three (3) lots:
Filing Fee.....$ 500.00
Escrow..... $1,300.00
Escrow minimum balance..... .$ 650.00

C. MAJOR SUBDIVISION – RESIDENTIAL

(1) Plan showing four (4) through and including ten (10) lots:
Filing Fee.....$ 500.00
Per lot or dwelling fee.....$ 100.00
Escrow Initial deposit.....$ 3,500.00
Escrow minimum balance..... $ 1,750.00

(2) Plans showing eleven (11) or more lots:
Filing fee.....$ 500.00
Per lot or dwelling fee.....$ 100.00
Escrow – Initial deposit for first ten (10) lots.....$ 8,500.00
Escrow – Initial deposit for each additional lot.....$ 50.00
Escrow – Minimum balance..... $ 4,250.00

D. SUBDIVISION – NON-RESIDENTIAL

Filing Fee.....$ 500.00
Per lot or building fee..... $ 100.00
Escrow - Initial deposit.....$ 4,000.00
Escrow – Minimum balance.....$ 2,000.00

E. LAND DEVELOPMENT PLAN

(1) Plan showing less than ten (10) acres of development:
Filing Fee.....$ 500.00
Escrow – Initial deposit.....$11,000.00
Escrow – Minimum balance..... $ 5,500.00

(2) Plans showing greater than ten (10) acres of development.
Filing Fee for first 50 acres.....$ 500.00
Filing fee for each additional acre.....$ 50.00
Escrow initial deposit.....$ 18,000.00
Escrow – Minimum balance.....$ 9,000.00

2. Every applicant, after receiving final approval of a subdivision or land development plan, but before the plans are released for recording and before any building permits may be issued or any construction commenced, shall pay to the Township all fees and charges associated with any sketch plan, Preliminary or Final Plan submissions and escrow deposits in accordance with the Subdivision and Land Development agreement approved by the Township.

3. All escrows and reimbursements of cost incurred by the Township will include a 10% administrative charge for accounting, billing and file maintenance.

4. Escrow deposit shall be held without interest.

F. MANUFACTURED HOME PARK / MOBILE HOME PARK APPLICATION –PLANNED RESIDENTIAL DEVELOPMENT

Filing Fee	$500.00
Per Lot / Unit Fee	$ 40.00
Engineer and Legal review (initial escrow)	$3,000.00 Plus $25.00 per proposed lot. To be held in escrow. *

* Terms and amount of escrow requirements are set forth in escrow agreement heretofore approved by the Township and to be attached to all applications and signed by the applicant / owner.

All engineer, legal and consultant fees to be reimbursed to the Township by the applicant.

All escrows and reimbursements of cost incurred by the Township will include a 10% administrative charge for accounting, billing and file maintenance.

The applicant shall reimburse the Township all costs incurred for the inclusion of properties into an agricultural security area including but not limited to legal fees, advertising fees, etc.

SECTION VIII.

All Resolutions inconsistent herewith are repealed and of no force and effect.

SECTION IX. – DISCLAIMER

The failure to list, in this Resolution, a fee that is properly listed elsewhere shall not obviate the responsibility to pay that fee. In the event of a fee is not specifically listed herein for a specific structure, alteration or repair, Then the fee to be paid is that which is most similar to the proposed activity.

Adopted this 4th **day of** January **2016.**

Attest:

Lewis Gay - Secretary

Township of New Garden
Board of Supervisors

Stephen Allaband Member

Richard Ayotte Member

Randy Geouque Member

J. Patrick Little Member

Michael Loftus Member

Effective April 15, 2015

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.

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.

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	☐	☐
On-site	☐	☐
Package	☐	☐

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.

County Of Chester
Subdivision / Land Development Information Record Form

***Required**

***UPI:** ____-____-_____
____-____-_____
____-____-_____
(e.g.: 1 - 8 - 45)

Township: _____

***Name of subdivision:** _____

***Site Address or Street Intersection:** _____
(e.g.: 201 W Market St. or NE Corner of W Market St & N New St)

_____

***Developer:** _____ Phone #: _____

***Developer's Mailing Address:** _____

***Property Owner:** _____

Agent/Consultant: _____ Phone #: _____

Agent/Consultant's Mailing Address: _____

_____

***Number of New Lots Proposed:** _____, **and** _____ **Existing Dwellings**

***Development of Existing Lot:** ___ ***Existing Structure, Change in Use:** _____ **(e.g.: gas station to bank) Explain:** _____

***Type of Development:**
___ Residential Subdivision
___ Non-Residential Subdivision
___ Non-Building
___ Lot Line Change
___ Change of Use

*** Type of Sewage Disposal:**
___ Individual
___ Community
___ Public
___ Clean Streams
___ Other: _____

***Water Supply**
___ Individual
___ Public
___ None

NOTICE: Failure to properly complete this form can result in delaying the start of your project.

FOR CHESTER COUNTY HEALTH DEPARTMENT USE ONLY

Unique I. D. # _____

Subdivision Review Fee: $_____ Receipt #_____ Date: _____

$_____ Receipt #_____ Date: _____

$_____ Receipt #_____ Date: _____

Rev.: 5/2/07-RD

SUBDIVISION AND LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of this _____ day of _____, A.D. 200__, by and between **NEW GARDEN TOWNSHIP**, Chester County, Pennsylvania, a Township of the Second Class, with offices at 299 Starr Road, Landenberg, PA 19350 ("Township"); and _____a Pennsylvania corporation, with an address of _____ ("Developer").

BACKGROUND:

A. Developer proposes to subdivide and develop a _____ acre tract at _____ situate in New Garden Township, Chester County, Pennsylvania, as and for a residential subdivision of _____ ( ) lots, together with a new street/road to serve the same, and other improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development.

B. The proposed subdivision and land development of the tract is known as "_____."

C. An application for approval of the proposed subdivision and land development of the tract has been submitted to Township.

D. The Board of Supervisors of New Garden Township has granted final plan approval of the application for the proposed subdivision and land development, subject to certain conditions, including the execution and acknowledgment of an agreement providing for the proper and timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion.

E. Township and Developer, contemporaneously herewith, have entered into a certain Financial Security Agreement further providing for the said financial security.

F. The parties, by these presents, desire to set forth their agreement and understanding with respect to the foregoing and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound

hereby, agree as follows:

1. **Definitions; Interpretation**.

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) "Tract" shall mean all that certain _____ acre tract at _____ situate in New Garden Township, Chester County, Pennsylvania, and which is more fully and further shown and described on the Plans.

(2) "Plans" shall mean that certain final subdivision and land development plan, generally entitled "Final Record Plan – Plan of Property for _____ prepared by _____, being Job No. _____, consisting of _____ ( ) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" attached hereto and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plan.

(3) "Subject Subdivision/Land Development" shall mean the proposed subdivision and land development of the Tract as and for a residential subdivision of _____ ( ) lots, together with new streets and roads to serve the same and such other Improvements proposed or required in, on and/or related to the proposed subdivision and land development, as the same are more fully and further shown and depicted on and by the Plans.

(4) "Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully and further shown, identified or otherwise described on and by the Plans.

(5) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.

(6) "Completion Date" shall mean the date specified in

Section 2.b. of this Agreement on or before which the Improvements shall be completed.

(7) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 4 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

(8) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.

(9) "Financial Security Agreement" shall mean that certain Financial Security Agreement, of even date herewith, by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.

(10) "Subdivision and Land Development Ordinance" shall mean the New Garden Township Subdivision and Land Development Ordinance, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of Section 508(4) of the MPC.

(11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(12) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for Township or engaged by Township as a consultant thereto.

(13) "Special Terms and Conditions" shall mean all the terms, conditions, requirements and other provisions set forth in the Addendum attached hereto as Exhibit "B" and made fully part hereof.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or the MPC.

2. **Compliance with Conditions of Approval.**

a. Developer hereby acknowledges and agrees to fully comply with and otherwise satisfy (or to cause the full compliance with or other satisfaction of) all conditions to the grant of final plan approval of the Subject Subdivision/Land Development, which conditions are set forth in the plan approval adopted by the Board of Supervisors of the Township, and/or the confirmation of approval letter from the Township Solicitor, copies of which are hereby incorporated herein by reference, to the extent that such conditions, as of the date of this Agreement, have not been fully complied with or otherwise satisfied.

b. Developer hereby further acknowledges and agrees to the conditions as set forth in the Addendum appended hereto as Exhibit "B."

3. **Construction and Completion of Improvements.**

a. Developer, at its sole expense, shall layout, construct, install, and/or otherwise complete the Improvements in a good and workmanlike manner, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance; (ii) the Plans; (iii) the provisions of this Agreement (including, without limitation, the Special Terms and Conditions); (iv) all applicable requirements of electric, telephone, and other utility companies having jurisdiction; and (v) all other applicable laws, statutes, ordinances, resolutions, rules, and regulations of Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions which impose the greater or greatest, as the case may be, restrictions upon the Developer shall prevail and control.

b. No Improvements referred to herein, in connection with this project shall be commenced until:

(1) The Plans are recorded according to law;

(2) This Agreement is duly signed and delivered;

(3) Financial security as defined in Section 509 of the MPC and Section 401 of the Ordinance is executed and delivered to Township.

(4) All fees (i) required by any Ordinance, Resolution or regulation of Township, and (ii) legal and engineering expenses, incurred by Township for the completion of its initial approval of the plan, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by County are paid; and

(5) All required Declarations of Covenants and Restrictions shall be executed and recorded;

(6) All other requirements of the Township Ordinances and regulations and any and all permits required by (i) the Township, and/or (ii) state or federal agencies, (including when applicable Pennsylvania Department of Environmental Resources, Pennsylvania Department of Transportation, and the Chester County Conservation District) have been met.

c. Upon compliance with the requirements of subsection b, above, Developer may obtain permits for the aforesaid Improvements and for the buildings which together constitute the Project.

d. Where construction of Improvements has been approved in Sections and separate financial security is to be deposited for each section, no Improvements contained in any section shall be commenced, no building permits for buildings therein shall be issued and no lots therein shall be sold, transferred or conveyed to any purchaser unless the financial security is executed and delivered for such section.

e. The Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township Board of Supervisors, which approval shall not be unreasonably withheld, said completion date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than sixty (60) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least sixty (60) days after the extended completion date. Such times shall be of the essence.

f. Developer shall be solely responsible, at its sole cost and expense, for the repair and maintenance of all Improvements during and after construction thereof, provided however, that in the case of Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other financial security is deposited with respect to such dedicated (or otherwise transferred or assigned) Improvements as provided under Section 6 below. For purposes of this subsection, "repair and maintenance of all Improvements" shall mean, without limitation, keeping the Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained at least in accordance with and/or as contemplated by the design and specifications thereof as shown on the Plans, and with respect to Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of

mud, snow, ice and other impediments or other obstructions to motor vehicular traffic thereon and thereover, and otherwise in a permanently passable condition by and for motor vehicles.

g. In the event that Developer is in default of any of its repair and maintenance obligations under Subsection d., Township, shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies as may be available to Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to:

(1) Enter upon the Tract and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed, in any manner or to any extent whatsoever, as an acceptance by Township of the dedication, transfer or other assignment of the Improvements subject of the default, and/or as imposing any responsibility upon Township for the completion, further repair and maintenance, or otherwise, with respect to the Improvements subject of the default); and

(2) In order to pay for the costs, expenses and/or fees incurred by Township related to the satisfaction of such defaulted obligations, (i) obtain payment to Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees (notwithstanding that the amount of the Financial Security, but for this Paragraph (b), is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees); and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer (including, but not limited to, confession of judgment under Section 7.c. of this Agreement) to recover such costs, expenses and/or fees, together with attorney fees and costs incurred by Township for and otherwise related to any such legal and/or equitable action or proceeding.

h. It shall be the obligation of Developer to arrange in advance with the Township for inspection of the work as the work progresses and the cost of such inspection shall be paid by Developer.

i. Developer agrees that it will obtain Use and Occupancy Permits as required under the Township Zoning Ordinance prior to (i) conveying title or (ii) permitting occupancy of any building or part thereof within the Project.

j. Developer agrees to maintain such barricades, warning lights or fences as are necessary during the course of construction to give reasonable protection to the public.

k. In any instance where the drainage facilities and stormwater run-off facilities prove to be inadequate to protect existing Township roads or

adjoining private or public areas from excessive drainage, whether because said development plan is inadequate in said regard or whether due to improper maintenance of said facilities or to changed conditions, Township shall have the right to issue a stop work order or seek any other remedy until such time as the drainage conditions have been corrected.

4. **Guaranty of Completion of Secured Improvements.**

a. Developer shall deposit with Township or otherwise establish the Financial Security all in accordance with and pursuant to the terms and conditions of this Section 4 and the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no work towards the completion of any of the Improvements shall be laid out, installed or otherwise commenced, and no building, grading, occupancy or other permit, relating to the erection, placement or occupancy of any of the Improvements or of any buildings or other structures in, on and/or related to the Subject Subdivision/Land Development, shall be issued by Township.

b. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the terms and conditions of this Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Financial Security Agreement.

c. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.

d. The initial amount of the Financial Security shall be $_____, which is 110% of the total cost estimate as set forth in Exhibit "C" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

5. **Dedication.**

a. Developer, at its expense, hereby offers to dedicate the following to Township, and with respect to the same, hereby agrees to tender to Township deeds of dedication containing such provisions and in such form as shall be approved by the Township Solicitor:

(1) All that certain new street/road, designated on the Plans as "_____" to the full ultimate rights-of-way widths and lengths thereof, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or

otherwise completed in, under, or upon said streets or roads in accordance with and pursuant to the Plans and this Agreement;

(2) All portions of the Tract, to the extent not heretofore dedicated to the Township, which portions are within the ultimate right-of-way lines of _____, together with all road and other Improvements (including, without limitation, stormwater management facilities) as shall be constructed, installed, or otherwise completed in, under, or upon said portions in accordance with and pursuant to the Plans and this Agreement;

(3) All sanitary sewer easement areas, and the sanitary sewer facilities construction within such easement areas, as are shown on the Plans;

(4) All portions of the Tract designated on the Plans as open space areas to be dedicated to the Township for public use; and

(5) Any or all other facilities specified to be dedicated to the Township as part of the approval of the Final Subdivision and Land Development Plans.

b. Township shall not be obligated to accept dedication of any or part of the items described in Subsection a. above, whether expressly by deed of dedication (or other instrument) or otherwise, unless and until all of the following have been satisfied, at the sole expense of Developer (all of the following also to apply to other of the Improvements the dedication of which may be offered to Township prior to, on or after the date of this Agreement):

(1) Certification by the Township Engineer that all Improvements (not only those which are or may be dedicated or otherwise transferred or assigned) have been satisfactorily completed fully in accordance with and pursuant to all terms, conditions and requirements of Section 2 above;

(2) Deposit of a maintenance bond or other security, as provided under Section b below, with respect to each of the Improvements offered for dedication;

(3) Compliance with all other or further requirements of the Subdivision and Land Development Ordinance concerning dedication and acceptance thereof;

(4) Advancement and/or reimbursement to Township of and for all costs, expenses and fees as provided under and in accordance with Section ___ below;

(5) Satisfaction of or other compliance with all terms, conditions and requirements under and by which the Board of Supervisors of Township granted final plan approval of the Subject Subdivision/Land Development; and

(6) Submission to Township of a recordable written agreement of Developer, in such form and containing such provisions as shall be approved by the Township Solicitor, indemnifying, holding harmless and defending Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to: (i) the design, laying out, installation, construction and/or completion of the Improvements, which are part of the offer of dedication (or other transfer or assignment); and/or (ii) any repair and/or maintenance of such Improvements (or failure thereof), which repair and/or maintenance (or failure thereof) occurs or is alleged to occur, either in whole or in part, prior to the time when Township's acceptance of the offer of dedication (or other transfer or assignment) becomes final and effective.

6. **Maintenance Bond or Other Financial Security.**

The maintenance bond or other financial security, to be deposited by Developer under Section 5.b.(2) above as a condition to Township's acceptance of dedication of any of the Improvements offered for dedication under Section 5.a. (or any other of the Improvements the dedication of which may be offered to Township prior to, on or after the date of this Agreement) shall be in accordance with the following:

(1) The form and provisions of the bond or other financial security shall be approved by the Township Solicitor;

(2) The type of the bond or other financial security shall be a type permitted by Section 509 of the MPC, and shall be subject to approval of Township, which approval shall not be unreasonably withheld;

(3) The bond or other financial security shall be posted with (1) a bonding company or (2) lending institution chartered by the Federal Government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;

(4) The bond or other financial security shall provide for and secure to the public, as represented by Township, with respect to each of the dedicated Improvements, the structural integrity and proper functioning of each such Improvement, in accordance with the design and specifications thereof as shown on and/or contemplated by the Plans, for a term of eighteen (18) months

from the date when the Township's acceptance of dedication of each such Improvement becomes final and effective;

(5) The amount of the bond or other financial security shall be equal to Fifteen Percent (15%) of the actual costs of installing, constructing or otherwise completing the dedicated Improvements covered by the bond or other financial security, as such amount and costs shall be certified by the Township Engineer;

(6) The bond or other financial security shall provide that in the event the structural integrity or proper functioning of any of the dedicated Improvements, covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid 18-month term, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to Township, or its order, from time to time, as Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to Township, or its order, at and upon receipt from Township of a written demand for such payment (in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of Township, but shall be in addition to such other or further rights and/or remedies as may be available to Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or proper functioning of any of the dedicated Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

(7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to Township of and for all costs, expenses and fees under and in accordance with Section 7 below.

7. **Failure to Complete; Other Default.**

a. In the event that any of the Improvements is or are not completed fully in accordance with the terms, conditions and requirements of Section 2 above, Township, shall have the right, but not the obligation, (which right shall be in addition to such other or further rights and remedies, as may be available to Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to: (i) enter upon the Tract and complete all or part of the

Improvements in accordance with the terms, conditions and requirements of Section 2; and (ii) with respect to incomplete Secured Improvements, obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or unavailable to pay the costs of fully completing all the incomplete Improvements, together with related costs, expenses and fees, Township, at its option, shall have the right to complete part of the Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Improvements and pay related costs, expenses and fees.

b. In the event that Township exercises its right, but not obligation, to complete all or part of the incomplete Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be not deemed to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by Township in that regard. Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Improvements. Developer shall exonerate, indemnify and hold harmless Township, its officials, officers, employees, and agents, of and from any liability, claim, suit, or demand of whatever nature or kind arising from, out of or related to any act of Township, or of any official, officer, employee, or agent thereof, done or authorized to be done in completing all or part of the Improvements; and Developer hereby authorizes, ratifies and affirms any act done by Township, or by any official, officer, employee, or agent thereof, in furtherance of such completion.

c. In the event that:

(1) Any of the Improvements is or are not completed by Developer fully in accordance with the terms, conditions and requirements of Section 2 above, and/or Developer otherwise defaults under the terms, conditions, and requirements of this Agreement, and

(2) The Financial Security is not available to fully cure the default for any reason, including, but not limited to, insufficiency in amount or the failure or refusal of the Financial Institution to pay Township, or its order, all or part of the Financial Security as so demanded or otherwise requested by Township to fully cure the default,

Then, in such event, Developer, by these presents, hereby

authorizes and empowers the Township Solicitor or any other attorney, or the Prothonotary or clerk of any court of record in the Commonwealth of Pennsylvania or elsewhere, to appear for Developer and to confess judgment against Developer for an amount to be determined in accordance with the assessment of damages to be filed, which amount shall be the total of the following as shall be applicable: (i) the amount that Township shall require to fully complete the Improvements or otherwise fully cure the default; (ii) any other costs, expenses and fees referred to in this Agreement for which Developer is obligated and has not paid, and which are past due and/or which have been incurred by Township; (iii) interest, at the then legal rate, on all of the foregoing amounts, costs, expenses, and fees, accruing either as of the respective payment due dates herein provided, or, if no payment due dates are so provided, as of the respective dates on which Township incurs such amounts, costs, expenses or fees; (iv) costs of suit; and (v) reasonable attorney's fees not to exceed an amount equal to twenty percent (20%) of the total of the amounts under foregoing clauses (i) through (iii). Developer agrees that the exercise of this power of attorney to confess judgment shall not be deemed exhausted by the single exercise thereof, but may be exercised from time to time or at any time by Township without limitation on the number of exercises thereof whether defective or otherwise. With respect to each and every exercise of the power to confess judgment under this Subsection c., Developer hereby waives and releases all errors and all benefit and relief of and from any and all appraisement, stay or exemption laws of any state now in force or to be passed in the future.

8. **Advancement and/or Reimbursement of Expenses.**

a. Developer shall advance and/or reimburse Township the following:

(1) All costs, expenses and fees incurred by Township in and for the preparation, review, orderly performance and/or enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, other professional consultants engaged by Township, and/or the Township Roadmaster in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.

(2) All costs, expenses and fees incurred by Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under Section 5 hereof, including, without limitation, reasonable fees of the Township Solicitor, the Township Engineer, and/or other professional consultants engaged by Township.

(3) All administrative costs and expenses of or incurred by Township in connection with the Subject Subdivision/Land Development at then-prevailing rates.

b. Developer shall, in accordance with the Subdivision and Land Development Ordinance (and/or any schedules which have been or may be adopted thereunder from time to time or at any time), (i) deposit monies with Township, to be held in escrow by Township, to cover the costs, expenses and fees, described in Subsection a. above, and (ii) thereafter replenish such escrow deposits. In the event that portions of the Financial Security cover inspections by the Township Engineer and Township administrative costs and expenses, no escrow of monies for such purposes, to the extent covered by the Financial Security, shall be required under this Subsection b.

c. Subject to the dispute provisions of Section 510(g) of the MPC to the extent applicable, the costs, expenses and fees, described in Subsection a. above, shall be billed by Township to Developer, and the amounts of the same shall be due and payable within fifteen (15) days of the billing date to the extent that such amounts are not earlier paid to or otherwise recovered by Township from monies deposited by Developer with and held in escrow by Township for any such costs, expenses or fees.

d. Township, under and in accordance with the Financial Security Agreement, shall have the right to recover, from and under the Financial Security, the costs, expenses and fees, described in Subsection a. above, notwithstanding that the amount of the Financial Security Agreement, but for this Subsection d., is not now or hereafter specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees. Such right shall be in addition to such other or further rights or remedies as may be now or hereafter available to Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity.

e. It is expressly acknowledged and agreed that Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, and/or to accept dedication (or other transfer or assignment) of any of the items under Section 5 hereof, unless and until all the aforesaid costs, expenses and fees are paid in full.

9. **Indemnification.**

a. It is understood and agreed that the Township Planning Commission and Board of Supervisors have reviewed the Plans and specifications

for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's plans and Developer warrants that all Plans, designs, installations and specifications have been designed by registered engineers licensed in the Commonwealth of Pennsylvania and will be installed in a good and workmanlike manner and in accordance with the plans and specifications and sound construction practices and does further warrant that the Improvements installed and each and every part thereof are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects.

b. Developer hereby agrees to indemnify, save harmless and defend Township, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all cost, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by Township in connection with any such liability, claim, suit or demand.

10. **Notices.**

a. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

b. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

11. **Miscellaneous.**

a. **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 Township unless it is in writing signed by a duly authorized representative of Township.

b. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of Township, except in conjunction with Developer's transfer of ownership of the Tract as a whole, in which event, the successor in interest shall execute a new Development Agreement and a new Financial Security Agreement. Any such assignment or delegation, without such consent, shall be void.

c. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to Township under the Subdivision and Land Development Ordinance and/or the MPC, and/or otherwise at law or in equity.

d. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. **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.

f. **Binding Effect.** Subject to Subsection b. above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

g. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise

specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

NEW GARDEN TOWNSHIP

_____ **By:** _____

Secretary **Chairman**

DEVELOPER:

_____ **By:**_____

_____

(Printed Name)

_____

(Printed Title)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF :

On this day of , A.D. 200 , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Board of Supervisors of New Garden Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand an official seal the day and year aforesaid.

_____
Notary Public

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF :

On this day of , A.D. 200 , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____,who acknowledged himself to be the _____ of _____, a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

_____
Notary Public

EXHIBIT "A"

PLAN SHEETS

Sheet No.	Drawing No.	Title	Date	Last Revised Date

EXHIBIT "B"

EXHIBIT "C"

TOTAL COST ESTIMATE

FINANCIAL SECURITY AGREEMENT

THIS AGREEMENT made as of this _____ day of _____ 200__, by and among **NEW GARDEN TOWNSHIP,** Chester County, Pennsylvania, a Township of the Second Class, with offices at 299 Starr Road, Landenberg, , PA, 19350 ("Township"), _____, a Pennsylvania _____, with an address at _____ _____ ("Developer"), and _____ _____("Financial Institution") with offices at _____ .

BACKGROUND:

A. Developer proposes to subdivide and develop _____ acre Tract situate in New Garden Township, Chester County, Pennsylvania, along _____, as and for a residential subdivision of _____ ( ) lots, together with a new street/road to serve the same, and other improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development.

B. The proposed subdivision and land development of the tract is known as "_____."

C. An application for approval of the proposed subdivision and land development of the tract has been submitted to Township.

D. The Board of Supervisors of Township granted final plan approval of the application for the proposed subdivision and land development, subject to certain conditions, including the execution and acknowledgment of an agreement providing for the proper and timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion.

E. Township and Developer, contemporaneously herewith, have entered into a certain Development Agreement, providing for, among other things, the said completion of improvements and amenities and the said posting of financial security.

F. The parties, by these presents, desire to set forth their further agreement and understanding with respect to the said financial security and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. **Definitions; Interpretation**.

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) "Tract" shall mean all that certain _____ acre Tract which is situate in New Garden Township, Chester County, Pennsylvania, along _____, and which is more fully and further shown and described on the Plans.

(2) "Plans" shall mean that certain final subdivision and land development plan, generally entitled "Final Record Plan – Plan of Property for _____ prepared by _____ being Job No. _____, consisting of _____ ( ) sheets that are specifically numbered, entitled, dated, and last revised as set forth on Exhibit "A" to the Development Agreement, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plan.

(3) "Subject Subdivision/Land Development" shall mean the proposed subdivision and land development of the Tract as and for a residential subdivision of _____ ( ) lots, together with new streets and roads to serve the same and such other Improvements proposed or required in, on and/or related to the proposed subdivision and land development, as the same are more fully and further shown and depicted on and by the Plans.

(4) "Improvements" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space Improvements (if any), buffer or screen plantings, and/or other Improvements or common amenities, as the same are more fully and further shown, identified or otherwise described on and by the Plans.

(5) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.

(6) "Completion Date" shall mean the date specified in Section 3.b. of Development Agreement on or before which the Improvements shall be completed.

(7) "Financial Security" shall mean the Financial Security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement and with the provisions of Section 4 of the Development Agreement (including any additional Financial Security made part thereof, any increases and other adjustments thereto, and any Financial Security substituted therefor) and the funds representative thereof and therein.

(8) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.

(9) "Development Agreement" shall mean that certain Subdivision and Land Development Agreement, of even date herewith, by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.

(10) "Subdivision and Land Development Ordinance" shall mean the New Garden Township Subdivision and Land Development Ordinance, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivisions/Land Developments shall be subject to the provisions of Section 508(4) of the MPC.

(11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(12) "Township Engineer" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for Township or engaged by Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance, the MPC or the Development Agreement, shall have the meanings and shall be

interpreted herein as under the Subdivision and Land Development Ordinance, the MPC or the Development Agreement.

2. **Financial Security.**

a. Developer, in accordance with and pursuant to the terms of this Financial Security Agreement and at its sole cost and expense, shall establish and maintain Financial Security in accordance with the one of the following which is checked:

[ ] (1) A restrictive loan account or cash escrow account (either such account being hereinafter described as an "Escrow Account") with Financial Institution as escrow holder under and in accordance with the terms and conditions of this Agreement;

[ ] (2) An irrevocable, ever green commercial letter of credit, issued by Financial Institution in favor of Township as beneficiary, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "D";

[ ] (3) An unconditional surety bond, issued by Financial Institution as surety to Developer, in form and content satisfactory to the Township Solicitor and appended hereto as Exhibit "D".

b. The Financial Security shall be established by Developer upon Developer's execution of this Agreement. The Financial Institution, as such escrow holder, issuer or surety shall be subject to approval of Township, which approval shall not be unreasonably withheld. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the terms and conditions of the Development Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Development Agreement.

c. The initial amount of the Financial Security shall be **$**_____, which amount is 110% of the total of (i) the estimated costs of completing the Secured Improvements and (ii) the estimated amounts of other costs, expenses and fees, as such estimated costs and amounts are more fully and further set forth in Exhibit "C" to the Development Agreement and as set forth in Exhibit "A," appended hereto.

d. The Financial Security shall be held in the taxpayer identification number of Developer.

e. The Financial Security shall not be terminated or closed or expire, but shall be and remain open until the final release of funds therefrom in accordance with and pursuant to Section 7 of this Agreement.

f. A notation shall appear on the records of the Financial Institution providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed by the Board of Supervisors of the Township in and by a writing signed by the Chairman of the Board of Supervisors, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) any balance of funds in the Financial Security shall be fully available to Township for use under and for purposes of this Agreement and the Development Agreement.

g. The Financial Institution shall acknowledge and verify in writing to Township that, among other things: (i) the Financial Security, in accordance with this Agreement, has been duly established with it, (ii) the establishment, maintenance and use of the Financial Security under, for purposes of and in accordance with this Agreement and the Development Agreement do not violate any of federal, state or other laws or regulations applicable to the Financial Institution, and (iii) that the notation required by Subsection e. above appears on its records. The written acknowledgment and verification shall be substantially in the form attached hereto and made fully part hereof as Exhibit "B."

3. **Adjustments to Financial Security.**

a. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of Section 509 of the MPC. Without limiting the generality of the foregoing:

Developer agrees that, if the Secured Improvements, or any part thereof, are not completed to the satisfaction of Township within one (1) year after the date of this Financial Security Agreement and Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post such additional Financial Security as directed by Township and in accordance with the provisions of the MPC; and Developer shall continue to provide such additional Financial Security on each one (1)-year anniversary date of this Financial Security Agreement thereafter as so directed by Township, if the Secured Improvements, or any part thereof, are not completed to the satisfaction of Township and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may be been previously extended, as such further extension may be necessary for the completion.

b. Notice of any such additional Financial Security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by Township to Developer, and Developer shall post the amount of the additional Financial Security, increase or other adjustment within thirty (30) days of the date of such notice.

c. In the event that Developer fails to fully post the additional Financial Security, increase or other adjustment within the said thirty (30)-day period, Township, in addition to such other or further rights and remedies as may be available, shall have the right to (i) refrain from issuing new permits of any kind for the Tract and/or the Subject Subdivision/Land Development, and/or (ii) withhold any interim releases as authorized in subsection 4.b, where such release would reduce the remaining Financial Security to less than 110% of estimated costs of completing the remaining uncompleted Secured Improvements.

d. Any funds posted or provided under this Section 3 as additional Financial Security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Financial Security Agreement.

4. **Interim Releases of Funds.**

a. As the work of the construction of the Secured Improvements satisfactorily proceeds, Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Financial Institution of a duly executed Certificate of Completion signed by the Township ENGINEER and the Chairman of the Board of Supervisors of the Township. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "C" attached to and made fully part of this Financial Security Agreement.

b. Unless Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) Ten Percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer.

5. **Default.**

If Township determines that any of the Secured Improvements has not been completed fully in accordance with the terms, conditions, and requirements of the Development Agreement (including, but not limited to, Section 3 thereof) or that Developer is otherwise in default of the Development Agreement, Developer shall also be in default under this Financial Security Agreement, and Township, in addition to such other or further rights and remedies as may be available, shall have the right to demand and collect payment from the Financial Institution of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Financial Institution upon such default, without further inquiry being made, to make said payment directly and immediately to Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) Township may draw amounts from and under the Financial Security prior to the performance of any work by or for Township in order to complete the Secured Improvements in accordance with the Development Agreement or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by Township for the completion and/or (ii) bills received by Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by Township.

(4) Developer hereby remises, releases and forever discharges Financial Institution from any and all liability with respect to honoring any such draws by Township.

(5) If the event of a dispute between Developer and Township, Developer nevertheless agrees that the provisions of Paragraph (1) above shall continue to apply, and that the provisions of Paragraph (1) shall not be satisfied by the Financial Institution's payment into court of the amount demanded by Township but shall be satisfied only by the Financial Institution's payment of the demanded amount directly and immediately to Township.

(6) The right of Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by Township from time to time

and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the costs, expenses and fees, incurred by Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under the Development Agreement and otherwise by law, shall be liable to Township for such excess of such costs, expenses and fees. Developer hereby agrees to pay the full amount of such excess to Township immediately upon demand.

(8) Except in the event of an emergency or other threat to public health and safety, prior to exercising the remedies available to Township in the event of default, Township shall give thirty (30) days advance notice of default to Developer and Financial Institution and Developer and Financial Institution shall have the right to cure such default within the said thirty (30) day period.

6. **Costs, Expenses and Fees**.

a. If Developer fails to advance or reimburse Township any costs, expenses or fees in accordance with and pursuant to Section 7 of the Development Agreement, whether or not such failure is the result of Developer's not establishing and/or not replenishing an escrow deposit with Township for payment of such costs, expenses or fees, Developer shall be in default of this Financial Security Agreement, and Township shall be authorized to collect the amount thereof from and under the Financial Security(notwithstanding that the amount of the Financial Security, but for this Subsection a., is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 5 of this Financial Security Agreement.

b. Developer shall provide additional Financial Security, in a form acceptable to Township and in the amount by which the Financial Security was reduced by any payment made to Township from the Financial Security under provisions of Subsection a. above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by Township to Developer. Developer shall also provide Township, to Township's satisfaction and within such fifteen (15)-day period, written proof of such additional Financial Security. The failure of Developer to provide Township, to Township's satisfaction, such additional Financial Security and written proof thereof within such time shall constitute a default or breach under this Agreement and the Development Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both agreements and/or as otherwise provided by law,

and/or the issuance by Township of stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the default or breach is properly and fully cured. The additional Financial Security shall be and constitute Financial Security fully subject to the terms and conditions of this Financial Security Agreement.

7. **Final Release of Financial Security; Termination of Agreement.**

a. After all the Secured Improvements have been completed fully in accordance with the Development Agreement to the satisfaction of the Township, and after all the provisions of the Development Agreement and this Financial Security Agreement have been satisfied fully by Developer (including the payment of all costs, expenses and fees for which Developer is responsible under both said agreements), Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by Township shall be the final release of funds from the Financial Security, and shall further release Developer from and under the Financial Security and this Financial Security Agreement.

b. At and upon the aforesaid Township-authorized release of the balance of the Financial Security, this Financial Security Agreement shall terminate without further action of the parties being required.

8. **Validity and Enforceability of Financial Security.**

a. The Financial Security shall be valid, and shall be maintained by Developer valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Financial Security Agreement.

b. During the continuance of this Financial Security Agreement, Developer shall, as may be requested by written notice from Township from time to time or at any time, provide verification and proof to Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to Township.

c. Developer agrees and hereby authorizes the Financial Institution, during the continuance of this Financial Security Agreement, to release to Township any information as may be requested from time to time or at any time by Township concerning the financial affairs of Developer relative to this Financial Security Agreement and the Financial Security.

d. If Township determines that, upon the information provided or not provided pursuant to Subsections b. and/or c. above, the Financial Security requirements of this Agreement and the Development Agreement are not satisfied,

or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement and the Development Agreement, Township shall give Developer written notice to provide the required Financial Security within thirty (30) days of the date of the notice. If Developer fails to so provide the Financial Security to Township's reasonable satisfaction within that time, Township, in addition to other and further rights and remedies as may be available, may revoke all permits previously issued in connection with the Tract and/or the Subject Subdivision/Land Development, may refuse to issue any new permits, and/or may issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the Financial Security is provided to Township's reasonable satisfaction.

e. Developer further agrees that if it determines or obtains knowledge during the continuance of this Financial Security Agreement that the Financial Institution is, may be or will be unable to honor, provide or maintain the Financial Security for any reason whatsoever in accordance with this Agreement and the Development Agreement (including, but not limited to, the reason that control of the Financial Institution is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), Developer shall, immediately, but in no event later than two (2) business days after making such determination or obtaining such knowledge, give written notice of the same to Township. Within thirty (30) days after either the aforesaid notice is given by Developer or such other time as Township notifies Developer that the Financial Security does not exist to the satisfaction of Township, Developer shall obtain additional or substituted Financial Security with another Financial Institution as shall be satisfactory to Township. The failure of Developer to provide such additional or substituted Financial Security shall allow Township, in addition to other or further rights and remedies as may be available, to revoke all permits previously issued in connection with the Tract and/or the Subject Subdivision/Land Development, to refuse to issue any new permits, and/or to issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until such additional or substituted Financial Security is provided to Township's satisfaction.

f. Developer agrees that any and all notices from Township to the Financial Institution demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Financial Institution if given to the Financial Institution during the continuance of this Financial Security Agreement.

9. **Township Non-Responsibility.**

Neither this Financial Security Agreement nor the Development Agreement (including any actions taken by Township in or related to the review, consideration and/or approval of the Plans and Subject Subdivision/Land

Development) shall impose, or be construed to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Secured Improvements and/or other Improvements, or render Township liable for the costs of any work to be performed under or in connection with the Development Agreement or for any other costs to be incurred under or in connection with this Agreement or the Development Agreement, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer.

10. **Financial Institution Non-Responsibility.**

a. Developer agrees that Financial Institution shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

b. Developer further agrees that Financial Institution shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement and the Development Agreement that apply to the Financial Security and the actions which the Financial Institution is to take or not take with respect to the Financial Security.

c. Developer and Financial Institution further agree that the obligations of the Financial Institution under this Agreement and the Development Agreement, and under and with respect the Financial Security, are for the sole benefit of Township, and shall not be affected, in any way, by any default, action or omission of Developer.

d. Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements.

11. **Charges of Financial Institution.**

Any and all charges made by the Financial Institution for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Financial Institution under, pursuant and/or related to this Financial Security Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend Township from and against any such charges.

12. **Interest.**

If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Financial Security Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

13. **Insolvency of Developer.**

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 Financial Security and all interest of Developer in, to or under this Financial Security Agreement are not and shall not be considered part of the estate of Developer.

14. **Payments, Reductions or Releases of Financial Security.**

It is expressly and specifically understood, covenanted and agreed by Developer and Financial Institution that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of Township, and that the Financial Security shall be maintained by the Financial Institution at all times during the continuance of this Financial Security Agreement in the amounts required herein, less all sums drawn or released therefrom by Township in accordance with the terms hereof. Any violation of this covenant shall render Developer and/or Financial Institution liable for all damages to Township, including, without limitation, all costs, fees and expenses (including, but not limited to, attorney's fees and costs), which Township is required to pay in order to cure any default or breach by Developer under the Development Agreement or by Developer and/or Financial Institution under this Financial Security Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach.

15. **Notices.**

Except as may be otherwise specifically provided in this Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Financial Security Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above

indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

16. **Miscellaneous.**

a. **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 Township unless it is in writing signed by a duly authorized representative of Township.

b. **Assignment; Delegation.** Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of Township. Any such assignment or delegation, without such consent, shall be void.

c. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to Township at law or in equity.

d. **Headings.** The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. **Severability.** If any provision of 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.

f. **Binding Effect.** Subject to Subsection b. above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

g. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

NEW GARDEN TOWNSHIP

Attest:

_____ **By:**_____

Township Secretary **Chairman**

DEVELOPER:

Attest:

_____ **By:**_____

FINANCIAL INSTITUTION:

Attest:

_____ **By:**_____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF :

On this day of , 200 , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Board of Supervisors of New Garden Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand an official seal the day and year aforesaid.

_____
Notary Public

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF :

On this day of , A.D. 200 , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____,a Pennsylvania _____, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

_____
Notary Public

EXHIBIT "A"

COST BREAKDOWN

EXHIBIT "B"

ACKNOWLEDGMENT AND VERIFICATION

THE UNDERSIGNED [*BANK*] [*SAVINGS AND LOAN ASSOCIATION*], by duly authorized officer or other representative and intending to be legally bound, hereby acknowledges, verifies and agrees:

1. **THAT** the Undersigned is the entity referred to as the "Financial Institution" in that certain Financial Security Agreement, dated _____, 200 , ("Financial Security Agreement") and that certain Development Agreement, of the same date, (the "Development Agreement") both between the Township of New Garden ("Township") and _____, (the "Developer"), with respect to the_____ subdivision and land development.

2. **THAT**, as of the date hereof, an escrow in the form of a _____, in the amount of _____ **($_____)**, has been duly established with the Undersigned by the Developer, and is being held by the Undersigned in escrow for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

3. **THAT** the Financial Security has been established and is being held in escrow by the Undersigned as _____No. _____, and that the funds thereof have been reserved from monies being borrowed by Developer from the Undersigned under and pursuant to Loan Account No. _____ with the Undersigned.

4. **THAT** the above _____ is the Financial Security referred to as the "Financial Security" in the Financial Security Agreement and the Development Agreement.

5. **THAT**, except provided in and by the Financial Security Agreement or as may be otherwise consented to and approved and directed by the Board of Supervisors of the Township in and by a writing signed by the Chairman of the Board of Supervisors, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expire, and (iii) the balance of funds in the Financial Security shall be fully available to the Township for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

6. **THAT** a notation appears on the records of the Undersigned setting forth the substance of Paragraph 5 above.

7. **THAT** the Financial Security has been duly established and will be maintained by the Undersigned to comply with the Financial Security Agreement and the Development Agreement, copies of which Agreements have been reviewed, received and if required, executed, by the Undersigned.

8. **THAT** the Undersigned will otherwise comply with the terms of the Financial Security Agreement and the Development Agreement to the extent that said terms apply to: (i) the Financial Security referred to in the Financial Security Agreement and the Development Agreement; and (ii) the actions which the Undersigned, as the Financial Institution referred to in the Financial Security Agreement and the Development Agreement, is to take or not take with respect to such Financial Security.

9. **THAT** the establishment, maintenance and use of the Financial Security for purposes of and in accordance with the Financial Security Agreement and the Development Agreement do not violate any of federal, state or other laws or regulations applicable to the Undersigned.

10. **THAT** the Undersigned shall not assign or delegate any of its duties or obligations under this Acknowledgment and Verification or otherwise, as the Financial Institution under the Financial Security Agreement and the Development Agreement, without the express written consent of Township.

11. **THAT**, subject to Paragraph 10 above, the duties and obligations of the Undersigned, under this Acknowledgment and Verification or otherwise as the Financial Institution under the Financial Security Agreement and the Development Agreement, shall be binding upon the successors and assigns of the Undersigned.

Attest:

FINANCIAL INSTITUTION:

_____ By:_____

_____ _____

Printed Name Printed Name

_____ _____

Printed Title Printed Title

Date: _____

EXHIBIT "C"

CERTIFICATE OF COMPLETION AND AUTHORIZATION OF REDUCTION AND RELEASE NO. _____

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and Improvements, described hereinbelow, completion of which is provided under and by that certain Development Agreement between New Garden Township ("Township") _____, ("Developer"), dated _____, 200 , concerning the construction, installation and completion of Improvements in the _____ Subdivision and Land Development, have been completed to the extent of the amount indicated in item I below; and

B. AUTHORIZE _____ Bank, pursuant to the Development Agreement and related Financial Security Agreement of the same date, **TO REDUCE** the Financial Security, in the nature of a _____provided and held with said Bank to guaranty, among other things, the completion of said work and Improvements, **to the extent of the amount indicated in item iii below**, and to release said amount of reduction from and under the terms and conditions of the escrow account.

The reduction and release of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by Township of the work and Improvements described hereinbelow (or of any other work performed or any Improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by Township of its rights to inspect and approve the work and Improvements described hereinbelow (or any other work performed and Improvements installed and constructed). Township hereby reserves the right to re-inspect the work and Improvements (as well as any other work and Improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and Improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Improvements are the subject of this Certificate and Authorization: (*See attached letter and invoice.*)

THE REDUCTION AND RELEASE of the Financial Security authorized by this Certificate and Authorization have been determined as follows:

I. COST OF COMPLETED WORK AND Improvements $_____

II. *less* AMOUNT OF RETAINAGE (10%) $_____

III. AMOUNT OF REDUCTION AND RELEASE $_____

_____ _____

Date _____Township Engineer

_____ _____

Date Chairman, New Garden Township
Board of Supervisors

EXHIBIT "D"

EVERGREEN LETTER OF CREDIT
OR
SURETY BOND
(AS APPLICABLE)

STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATIONS AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20_____, by and between _____ _____ of _____ (hereinafter collectively the "Landowner") and New Garden Township, Chester County, Pennsylvania (hereinafter "Township").

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property as recorded by deed[s] in the land records of Chester County, Pennsylvania, Deed Book _____, Page _____ (tax parcel numbers); and

WHEREAS, the Landowner desires to develop and improve the Property for _____ under a certain Land Development Plan [Subdivision Plan] entitled, "_____" dated _____, which Final Land Development Plan [Subdivision Plan] was conditionally approved by the Board of Supervisors of New Garden Township on the _____ day of _____, 20___, and which contains the conditions of approval which have been specifically agreed to, accepted by the Landowner, and hereinafter called the "_____"; and

WHEREAS, the Stormwater BMP Operations and Maintenance Plan for the _____ approved by the Township, as identified in the preceding paragraph, for the Property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Township (hereinafter referred to as the "Plan"), provides for management of stormwater within the confines of the Property through the use of Best Management Practices (hereinafter the "BMPs"); and

WHEREAS, the Township and the Landowner, its [their] 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 Best Management Practices be constructed and maintained on the Property; 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 Township 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.

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; and

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the Township Stormwater Management Ordinance be constructed and adequately operated and maintained by the

Landowner, its [their] successors and assigns, as set forth in this Agreement; and

WHEREAS, the Landowner agrees that it [they], and [their] its successors and assigns, are responsible for the operation and maintenance of all of the BMPs depicted on the Plan and described in the Stormwater Management O & M Notes and Responsibilities notes listed on the Plan (the "BMPs"); and

WHEREAS, the BMPs include, but are not limited to, underground infiltration basin, grass swales, etc. as identified on the Plan.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Background/Recitals set forth above are incorporated herein as though fully set forth herein at length.

2. The BMPs shall be constructed by Landowner in strict accordance with the plans and specifications described in, and made a part of the Plan.

3. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order acceptable to the Township and in strict conformance with the specific maintenance requirements described in, and made a part of the Plan.

4. 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 by contacting in person or by written notification the manager of the _____. The Landowner or its [their] designated representative shall have the right to

accompany the Township on such inspection. The Landowner shall be provided with a written copy of all inspection reports and reports of deficiencies in the operation and maintenance of the BMPs and the required corrective action.

5. In the event the Landowner fails to operate or maintain the BMPs as shown on the Plan in good working order acceptable to the Township, and fails to cure the deficiency within five (5) days of notice of the same, the Township or its representatives may enter upon the Property and take whatever action is deemed reasonably necessary to correct any deficiencies related to the said BMPs, and, thereafter, properly maintain said BMPs. This provision shall not be construed to allow the Township to erect any permanent structure on the Property. It is expressly understood and agreed that the Township is under no obligation to maintain and/or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

6. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like on the BMPs, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within ten (10) days of receipt of a letter/ correspondence which confirms and itemizes all costs, expenses, and fees.

7. The intent and purpose of this Agreement is to ensure the proper maintenance and operation of the BMPs by the Landowner in strict conformance with the Plan.

8. The Landowner, [their] its executors, administrators, successors and assigns, shall release and hold harmless the Township, its officials, employees and authorized representatives from any and all damages, accidents, casualties, occurrences, suits, penalties, actions and/or claims which might arise or be asserted against said Township, officials, employees and/or 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 officials, employees, or authorized representatives, then the Township shall give Landowner prompt written notice of an event which would trigger Landowner's defense obligations. Township shall be required to reasonably cooperate with Landowner and to mitigate its damages. Landowner shall have the right to control the defense and settlement of any such claims, including the selection of legal counsel. Landowner shall have no obligation to indemnify, defend or hold the Township harmless with respect to the intentional misconduct or gross negligence of the Township. The foregoing is not intended to be, and shall not be construed as an express or implied waiver of protection or expansion of liability under any statutes or laws intended to limit or eliminate municipal liability (including, without limitation, the Municipal Tort Claims Act). The Landowner shall defend, at their and its own expense, any suit based on the claim. If any judgment or claim against the Township, its officials, employees or authorized representatives shall be allowed, the Landowner shall immediately pay any and all costs and expenses to fully satisfy and resolve said judgment and/or claim.

9. This Agreement may be executed in counterparts.

10. In the event there is a breach of this Agreement by the Landowner, then Landowner shall reimburse the Township for all costs and expenses, including reasonable attorney's fees, which the Township incurs in enforcing the terms of this Agreement.

11. 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, [their] its successors and assigns, in perpetuity.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first set forth above.

NEW GARDEN TOWNSHIP

ATTEST:

BY: _____
Township Secretary

BY: _____
Name:
Title:

(Township Seal)

[_____]

ATTEST:

BY: _____

BY: _____
Name:
Title

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

AND NOW, this day of , 20___, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the Board of Supervisors of New Garden Township, and that he, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

AND NOW, this day of , 20___, before me, the undersigned officer, personally appeared _____, who acknowledged himself[herself] to be the _____ of _____, and that he, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:_____

Appendix A
Stormwater BMP Operations and Maintenance Plan

ACT 537 COUNTY PLANNING REFERRAL

To: Chester County Planning Commission

Subject: Request for review of a Sewage Facilities Planning Module pursuant to the Pennsylvania Sewage Facilities Act, Act 537.

This application must be completed by the municipality and submitted along with the appropriate Planning Module and accompanying documents for review.

(To Be Completed by Municipality)

From: (Municipality) _____

Date: _____

Official's Name: _____

Position: _____

Signature: _____

Development Name: _____

*Department of Environmental Protection Code #: _____

Applicant's Name: _____

Address: _____

Phone #: _____

Engineer/Consultant: _____

Address: _____

Phone #: _____

Type of Submission

- ☐ Component 2
- ☐ Component 3
- ☐ Component 3z

There is no review fee for Chester County Planning Commission review of sewage facilities Planning Modules.

The County Planning Commission does not review Component 1 modules.

If your municipality needs more referral forms, please check here ☐

*DEP Code Number can be obtained from the module submitted by the applicant.

SEWAGE FACILITIES PLANNING MODULE
APPLICATION MAILER

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

For more information, visit DEP's Web site at
www.depweb.state.pa.us, keyword: Act 537.

INSTRUCTIONS FOR COMPLETING SEWAGE FACILITIES PLANNING MODULE APPLICATION MAILER

(remove before sending mailer to the approving agency (the Department of Environmental Protection (DEP) or delegated local agency))

Please read the following instructions carefully before completing the application mailer. This information will be used to determine if sewage facilities planning is necessary for your project, and, if it is, which forms are appropriate.

Act 537 Sewage Facilities' planning is the duty of local municipalities. The responsibility of meeting the sewage disposal needs of the municipality rests with the municipality. Each municipality is required to have an Act 537 Official Sewage Facilities Plan to adequately address these needs. Adoption by resolution of a planning module is the vehicle for legally amending the municipality's Official Plan. It is imperative that the municipality receives all of the information required in order to make informed decisions.

Upon completion, submit this Mailer / Application form to the approving agency (DEP or delegated local agency). Additionally, provide a copy of the completed form to the County Health Department having jurisdiction over the area in which the proposed project is located.

Unless your project qualifies for one of the planning exemptions provided in Act 537, a package of sewage facilities planning forms appropriate for the project will be sent to the return address indicated on the mailer, or instructions for obtaining the appropriate forms from DEP's Web site (www.depweb.state.pa.us) will be issued. Each form includes detailed instructions that explain the use of the form and how to complete it. The package of completed forms and its supporting documentation is called a **sewage facilities planning module**, or "planning module." Once the planning module is complete, it must be submitted to the municipality in which the project is located for review and, if acceptable, adoption.

After adoption by the municipality, complete planning modules are submitted to either DEP or, if appropriate, to the delegated agency for review and final action. Some municipalities (or groups of municipalities working together) have requested and received DEP approval to review and take final action on planning modules. These are known as **delegated agencies**. To find out if your project is located in an area served by a delegated agency, contact the municipality or DEP's regional office serving your area.

Please note that both DEP and delegated agencies are required by law to charge fees for the review of planning modules. The fees DEP must charge are set by law in Act 537, while delegated agencies may set fees which can be the same or different from those in Act 537. For more information on review fees for your particular project, see the planning module documents or contact the approving agency (DEP or delegated agency) serving the area of your project.

NOTE: DEP will provide all planning module forms, however, if your project is a **minor subdivision** (defined as a subdivision of 10 lots or less, intended for single family residential homes served by individual onlot sewage disposal systems) you may also contact the municipality in which your project is located for a "Component 1" minor subdivision planning module form.

1. Print the name of the proposed development and name, address, telephone number and email address of the person who is proposing the project. If planning module components are to be sent to a different person or address, include this information on the front of the mailer in the return address block.

2. a. Enter the county in which the project is located.

   b. Enter the municipality in which the project is located.

   c. Enter the road or address (if available) or street coordinates (example - west side of T-235, 1 mile south of intersection of Rt 15 and T-235).

   d. Enter the appropriate tax parcel identification number (if available) of the parcel proposed for subdivision.

   e. Enter the name of the U.S. Geological Survey (USGS) 7.5-minute quadrangle map which contains the project area, and the location of the project area on that map in inches up and over from the lower right corner of the map to the approximate center of the project. (Example - Centerville West quad, 7 inches up and 2.5 inches over from lower right corner of map.) Alternatively, include an original or a copy of the USGS quad map with the project area outlined on it.

   f. If the proposed project is located within a special protection watershed, (i.e., watersheds with a stream classification of High Quality or Exceptional Value), check "yes." If not located in special protection watershed, check "no."

3. Check the box that best describes the intended use of the proposed land development project. **Residential** refers to single-family lots. **Multi-residential** includes apartments, condos, etc. **Commercial** includes retail centers, office

parks, industrial development, etc. **Institutional** refers to schools, hospitals and the like. **Brownfield** Site Redevelopment refers to projects proposing to recycle land. Some developments will involve more than one type of use, or will not fit comfortably into any of the classifications given. If this is the case, choose more than one category or explain under **Other**.

4. a. Enter the number of single family residential lots or Equivalent Dwelling Units (EDUs) proposed. An EDU is defined as that part of a multi-family dwelling or nonresidential project with flows equal to 400 gallons per day (gpd) (the assumed flow, for planning purposes, of a single family residential lot). To determine the number of EDUs, divide the proposed sewage flow of the project by 400 gpd.

   b. Enter the total number of lots created from this parcel of land since May 15, 1972, including the lots being proposed at this time. (Onlot disposal proposals only.)

   c. Enter the total project acreage and the acreage of any remaining land (land not proposed for development but under the same ownership and adjacent to the project area).

5. Enter the proposed total sewage flow from the project in gpd. See Title 25 of the Pennsylvania Code, Chapter 73, Section 73.17, (www.pacode.com), or DEP's *Domestic Wastewater Facilities Manual*, DEP ID: 362-0300-001 available on DEP's Web site at www.depweb.state.pa.us, keyword: wastewater.

6. Choose the category (a, b, c or d) that describes the method of sewage disposal planned to serve the project and enter the information requested. Since this information could have an effect on the planning requirements for your project, be as accurate as possible. If more than one method of sewage disposal is planned, or if an interim method is planned, indicate it here.

   a. Sewerage System

      If an existing system is being extended to serve the proposed project, or if lots are to connect directly to an existing sewage collection system, check all boxes that describe the project. Write in the names of the existing collection systems that will be used, the interceptor sewer which will be used for conveyance and the treatment facility where the sewage flows will be treated. Include the National Pollutant Elimination Discharge System (NPDES) permit number for the treatment facility, where applicable.

   b. Construction of Sewage Treatment Facility (with stream discharge or with spray irrigation as final disposal option)

      Check the box corresponding to the chosen final disposal option (stream discharge or spray irrigation field). This category does **NOT** include individual residence spray irrigation systems (IRSIS) which are considered onlot sewage disposal systems ((c), below). For stream discharges, name the receiving waterbody. If the proposed facility is intended to replace an existing, malfunctioning onlot system, check the box marked "repair."

   c. Onlot Sewage Disposal Systems (individual, community, or large-volume)

      Check the box corresponding to the type of onlot sewage disposal systems proposed to serve the project. An **individual onlot sewage disposal system** is a system of piping, tanks or other facilities used for collecting, treating and disposing of sewage into a subsurface absorption area. This category also includes IRSIS. A **community onlot system** is a facility either publicly or privately owned which will collect and dispose of sewage from two or more lots or EDUs into a subsurface absorption area. A **large-volume onlot system** is an individual or community onlot system which is designed to treat flows in excess of 10,000 gpd.

      The approving agency must be notified at least 10 days in advance of all soil testing activities (including those related to planning exemption requests - see 7(b)(5)(v)), so that its staff have the option of observing the tests.

   d. Retaining Tanks (holding tanks or privies)

      If retaining tanks are proposed as the method of sewage disposal, enter the number of holding tanks or privies which are proposed to serve the project.

7. Check this box if you desire to obtain your sewage facilities planning module forms from DEP's Web site. You will be provided with appropriate instructions, Web site addresses and DEP coding information in a letter rather than a package of paper forms.

8. Requests for Planning Exemption under the Sewage Facilities Act

You may request to be exempt from Act 537 planning requirements. Effective December 15, 1995, certain classes of subdivisions are no longer subject to the planning requirements of the Sewage Facilities Act. Completing Section 8 will help you and the approving agency determine if your project fits into one of these categories.

a. Protection of rare, endangered or threatened species.

DEP's technical guidance document "Policy for Pennsylvania Natural Diversity Inventory (PNDI) Coordination During Permit Review and Evaluation," (400-0200-001) requires DEP to ensure that requests for authorizations, are coordinated with the Department of Conservation and Natural Resources' (DCNR) Pennsylvania Natural Diversity Inventory (PNDI).

Conducting a search of the PNDI database and providing a copy of a "PNDI Project Environmental Review Receipt" for the proposed project and, if potential impacts are identified by the search, clearance or recommendation letters from the jurisdictional agency responsible for the particular species identified by a search, satisfies this requirement.

To avoid project delay, self-explanatory, self-conducted "PNDI Project Planning Environmental Review" searches are initiated at www.naturalheritage.state.pa.us. This interactive, online search will ask questions about the proposed project and provide the appropriate receipt, instructions or additional information regarding coordination with jurisdictional agencies.

As an alternative to the self-conducted search, project sponsors may request DEP staff to conduct the search by providing a completed "PNDI Project Planning & Environmental Review Form" (PNDI Form). The form is available at www.naturalheritage.state.pa.us. Individuals making this request should be aware that, due to the nature of the search software, DEP staff may need to contact them for additional information to successfully complete the search and that exclusive of any other items, their sewage planning exemption request is considered incomplete by DEP, until the appropriate receipt, clearance or recommendation letters are received.

For more information, see the "Policy for Pennsylvania Natural Diversity Inventory (PNDI) Coordination During Permit Review and Evaluation," (400-0200-001), available online in the eLibrary at DEP's Web site address www.depweb.state.pa.us.

b. Attach a plot plan for the proposed project. The plan must depict anticipated lots to be created, either estimated sewer line runs (public sewer proposals), or site suitability test locations and Site Investigation and Percolation Test Reports (onlot proposals).

c. Projects proposing use of onlot sewage disposal systems

(1) Information Required from the Municipality

The municipality in which the project is located (identified in Item 2.b. of the mailer) should determine if the municipality's Official Sewage Facilities Plan shows that the area planned for the project is to be served by onlot sewage disposal systems. If it is, the municipality should indicate this by having an authorized municipal official sign and date the form in the space provided. The official's name and title should be printed on the line below.

(2) Information Required from the Municipal Sewage Enforcement Officer (SEO)

The municipality's SEO must conduct personally, observe or otherwise confirm in a manner approved by DEP, site testing on each proposed lot in the subdivision (including any remaining land) to determine that separate sites are available for both a permitted primary onlot sewage disposal system and a replacement system (to be used if the original system fails in the future). If the SEO finds that each lot has been tested properly and fulfills these criteria, the SEO must indicate this by signing and dating the form in the space provided. His/her name and certification number should be printed on the line below.

(3) Information Required from the Applicant

The person proposing the subdivision, or his/her authorized agent, must determine if each lot in the subdivision (including the remaining land, if any) is at least one (1) acre in size. If they are, the applicant or his/her agent must indicate this by signing and dating the form in the space provided.

(4) Determinations Made by the Approving Agency

When the above listed information is received, the approving agency will determine the following:

(a) If the geology of the project area is conducive to nitrate-nitrogen contamination of groundwater (determined from the topographic map location information); or

(b) If elevated levels of nitrate-nitrogen are known to exist within one-quarter (1/4) mile of the proposed development (determined from agency groundwater sampling records in existence at the time of the application); or

(c) If the area proposed for development is within an identified High Quality (HQ) or Exceptional Value (EV) watershed (determined from the topographic map location).

Following this investigation, the approving agency will render a decision on the exemption request within 10 working days of receiving the request for exemption. Both the applicant and municipality will be notified of the decision. If the request cannot be granted, the person named in the return address block will receive the proper planning module component forms (or instructions to obtain them from the DEP Web site) along with the notification of the decision, including the reason(s) that the request cannot be granted.

d. Projects proposing use of public sewerage facilities (i.e., ownership by municipality or authority)

(1) Information Required from the Municipality

The municipality in which the proposed project is located (identified in Item 2.b. of the mailer) will determine the following from written documentation requested and obtained by the applicant from the facility permittee. ***This documentation MUST also be sent to the approving agency (DEP or delegated local agency) for evaluation.***

(a) Certification from the permittees of the collection, conveyance and treatment facilities proposed for use that capacity is available in these facilities to receive and treat the sewage flows from the proposed project; and

(b) That these added flows will not cause an overload or 5-year projected overload in the facilities.

If the facilities proposed for use are owned and operated by an authority, or authorities, then attach a letter from each to the mailer.

If this written certification has been submitted by the applicant, an authorized municipal official should sign and date the form and print his/her name and title and the municipality name in the spaces provided.

NOTE: Since planning is a municipal responsibility, sewer authorities involved should make required information available but should **NOT** sign the mailer as the authorized municipal official.

(2) Determinations Made by the Approving Agency

When the above listed information is received by the approving agency, the approving agency will determine the following (from DEP records):

(a) That the existing collection, conveyance and treatment facilities are in compliance;

(b) That the existing facilities have no existing or 5-year projected overload;

(c) That the municipality has a currently approved Official Sewage Facilities Plan which is being implemented; and

(d) That the project does not propose service by facilities needing a new or modified permit from DEP under the Clean Streams Law.

Following this investigation, the approving agency will render a decision on the exemption request within 10 working days of receiving the request for exemption. Both the applicant and the municipality will be notified of the decision. If the request cannot be granted, the person named in the return address block will receive the proper planning module component forms (or instructions to obtain them from DEP's Web site) along with the notification of the decision, including the reason that the request cannot be granted.

If unsure of which local DEP office to contact, the following DEP regional offices will assist you in determining the appropriate local DEP office that serves your specific municipality.

If you need more information or assistance, please contact your local DEP office.

DEP REGIONAL OFFICES

Southeast Region
2 E. Main St.
Norristown, PA 19401
Main Telephone: 484-250-5900
24-Hour Emergency: 484-250-5900

Counties: *Bucks, Chester, Delaware, Montgomery and Philadelphia*

Southwest Region
400 Waterfront Drive
Pittsburgh, PA 15222-4745
Main Telephone: 412-442-4000
24-Hour Emergency: 412-442-4000

Counties: *Allegheny, Armstrong, Beaver, Cambria, Fayette, Greene, Indiana, Somerset, Washington and Westmoreland*

Southcentral Region
909 Elmerton Ave.
Harrisburg, PA 17110
Main Telephone: 717-705-4700
24-Hour Emergency: 1-877-333-1904

Counties: *Adams, Bedford, Berks, Blair, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Perry and York*

Northwest Region
230 Chestnut St.
Meadville, PA 16335-3481
Main Telephone: 814-332-6945
24-Hour Emergency: 1-800-373-3398

Counties: *Butler, Clarion, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Venango and Warren*

Northeast Region
2 Public Square
Wilkes-Barre, PA 18711-0790
Main Telephone: 570-826-2511
24-Hour Emergency: 570-826-2511

Counties: *Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne and Wyoming*

Northcentral Region
208 W. Third St., Suite 101
Williamsport, PA 17701
Main Telephone: 570-327-3636
24-Hour Emergency: 570-327-3636

Counties: *Bradford, Cameron, Clearfield, Centre, Clinton, Columbia, Lycoming, Montour, Northumberland, Potter, Snyder, Sullivan, Tioga and Union*

3800-CD-WSFR0359 Rev. 5/2010

1. Development Information

Name of Development _____

Developer Name _____

Address _____

_____

Telephone # _____

Email _____

2. Location of Development

a. County _____

b. Municipality _____

c. Address or Coordinates _____

_____

_____

d. Tax Parcel # _____

e. USGS Quad Name _____

inches up _____ over _____

from bottom right corner of map.

f. Located in a High Quality/Exceptional Value watershed?

☐ Yes ☐ No

3. Type of Development Proposed (check appropriate box)

☐ Residential ☐ Multi-Residential

Describe _____

_____

☐ Commercial ☐ Institutional

Describe _____

_____

☐ Brownfield Site Redevelopment

☐ Other (specify) _____

4. Size

a. # of lots _____ # of EDUs _____

b. # of lots since 5/15/72 _____

c. Development Acreage _____

d. Remaining Acreage _____

5. Sewage Flows _____ gpd

6. Proposed Sewage Disposal Method (check applicable boxes)

a. ☐ Sewerage System

☐ Existing (connection only) ☐ New (extension)

☐ Public ☐ Private

☐ Pump Station(s)/Force Main ☐ Gravity

Name of existing system being extended

_____

Interceptor Name _____

Treatment Facility Name _____

_____

NPDES Permit # _____

b. ☐ Construction of Treatment Facility

☐ With Stream Discharge

☐ With Land Application (not including IRSIS)

☐ Other

☐ Repair?

Name of waterbody where point of discharge is proposed (if stream discharge)

c. ☐ Onlot Sewage Disposal Systems (check appropriate box)

☐ Individual onlot system(s) (including IRSIS)

☐ Community onlot system

☐ Large-Volume onlot system

d. ☐ Retaining tanks

Number of Holding Tanks _____

Number of Privies _____

7. ☐ Request Sewage Facilities Planning Module forms in electronic format

8. Request for Planning Exemption

a. Protection of rare, endangered or threatened species

Check one:

☐ The "PNDI Project Environmental Review Receipt" is attached.

or

☐ A completed "PNDI Project Planning & Environmental Review Form," (PNDI Form) is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning exemption will be considered incomplete and that the DEP processing of my planning exemption request will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials_____

b. ☐ Plot Plan Attached ☐ Site Reports Attached

c. Onlot Disposal Systems

(1) I certify that the Official Plan shows this area as an onlot service area.

_____ / _____

(Signature of Municipal Official) Date

_____ / _____

Name (Print) Title

_____

Municipality (must be same as in 2.b.)

Telephone # _____

(2) I certify that each lot in this subdivision has been tested and is suitable for both a primary and replacement sewage disposal system.

_____ / _____

Signature of SEO) Date

_____ / _____

Name (Print) Certification #

Telephone # _____

(3) I certify that each lot in this subdivision is at least 1 acre in size

_____ / _____

(Signature of Project Applicant/Agent) Date

d. Public Sewerage Service (i.e., ownership by municipality or authority)

Based upon written documentation, I certify that the facilities proposed for use have capacity and that no overload exists or is projected within 5 years. (Attach documents.)

_____ / _____

(Signature of Municipal Official) Date

_____ / _____

Name (Print) Title

_____

Municipality (must be same as in 2.b.)

Return Correspondence/Forms to:

_____

_____

_____

_____

DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____

_____

_____

DEP USE
Components Sent
Onlot Disposal ☐
Collection and Treatment ☐
Planning Agency Review ☐
Exempt from Planning ☐
Code _____
Date _____

"Fold Here"

OS-2 (4-01)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us
Engineering District 6-0
7000 Gerdees Boulevard
King of Prussia, PA 19406
February 15, 2005

Subject : Improving Coordination of the Development Process

Dear Municipal Official:

In this time of rapid development and increasing demand on Pennsylvania's roadway infrastructure, communication and coordination between municipalities and the Department of Transportation (PennDOT) is becoming ever more critical. By this letter, we hope to promote cooperation by working together to improve communication, coordination and the overall development process. *We firmly believe the first step towards achieving this is convincing all municipalities to encourage developers (along state highways) to seek preliminary comment on their projects from PennDOT as early in the municipal review process as possible.*

Developers commonly approach completion of their municipal review process without ever having discussed their project with PennDOT. Apparently, this path has been precipitated by a misunderstanding - that Penndot requires an "approval" letter from the municipality prior to even considering the project. A clarification is needed: A developer / property owner may submit their project to PennDOT for review at anytime, however, we do not "issue" the Highway Occupancy Permit until evidence of municipal review is presented.

Pre-negotiated approvals and/or agreements between a developer and a municipality may sometimes unintentionally conflict with PennDOT regulations, standards or policies. In these situations, PennDOT is forced to insist on changes that may substantially affect the approved subdivision, and possibly result in the repeating of all or part of the subdivision process. Time consuming, costly changes such as these may be avoided when effectively addressed at the beginning of the process. Two glaring examples involve the location / number of accesses and appropriate signal locations. These should be established with some degree of certainty before parking lots and/or structures are approved, under contract or under construction.

We do not wish, nor do we intend, to interfere in the municipal process. Our preliminary reviews will be brief and address only the basics such as the general concept for access and level of potential traffic impact. Our intention is simply to improve the overall development process for all involved by communicating on major issues up front. Your cooperation is critical. We encourage your feedback through Mr. Fran Hanney, Traffic Services Manager, at 610-205-6560.

Sincerely,

Andrew L. Warren
District Executive
Engineering District 6-0

Phone: (610) 268-2915
Fax: (610) 268-0458

Email: office@newgarden.org
Website: www.newgarden.org

New Garden Township

BOARD OF SUPERVISORS
299 STARR ROAD
LANDENBERG, PENNSYLVANIA 19350

PLAN APPLICATION TIME EXTENSION

TO: **NEW GARDEN TOWNSHIP ("Township")**

FROM: _____ **("Applicant")**
(Name of Applicant)

TAX MAP PARCELS:

Address: _____
(Description of land which is subject of Application)

☐ Preliminary Subdivision Plan ☐ Preliminary Land Development Plan

☐ Final Subdivision Plan ☐ Final Land Development Plan

Date Application Filed: _____

Applicant hereby grants an indefinite extension of all time requirements for the Township's review of, action on and communication of written decision on all Applicant's plan applications now pending for the above described land. From the date that the Township Secretary receives written notice from the Applicant, of Applicant's desire to impose a time limit on the plan review process, the Township shall have forty-five (45) days to render its decision on the above-referenced Application and an additional fifteen (15) days thereafter to communicate said decision, in writing, to the Applicant. This extension is effective immediately.

Applicant:

By: _____
(Signature of Applicant or Applicant's Agent)

Dated: _____ _____
(Print name of person executing this extension)

Phone: (610) 268-2915
Fax: (610) 268-0458

Email: office@newgarden.org
Website: www.newgarden.org

New Garden Township

BOARD OF SUPERVISORS
299 STARR ROAD
LANDENBERG, PENNSYLVANIA 19350

REIMBURSEMENT FORM

NOTICE TO ALL PROPERTY OWNERS AND DEVELOPERS PLANNING TO DEVELOP LAND IN NEW GARDEN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

The Township Engineer, Township Solicitor, Planning Consultant, Traffic Engineer and or Land Planning Consultants review various land development and subdivision plans (sketch, preliminary and/or final plans), soil erosion & sedimentation control plans, storm water management, landscape, lighting plans and other documents and submissions pertaining to land development.

The Township shall be reimbursed by the applicant for any costs incurred for plan reviews made by the Township Engineer, and/or Township Solicitor, and/or Traffic Engineer, and/or Land Planning Consultant, and for inspections of construction work made by the Township Engineer, and or other professional. Further, the costs of any meeting held with the Township Engineer, and/or Township Solicitor, and/or Traffic Engineer/Consultant and/or Land Planning Consultant at the request of an Applicant and/or his Architect or Engineer also shall be borne by the Applicant. Bills will be mailed for all reimbursable fees, at the current rate.

Before making the first contact with the Township Engineer, and/or Township Solicitor, and/or Traffic Engineer/Consultant, and/or Land Planning Consultant, the Applicant must sign this notice acknowledging that he/she is aware of the costs to be paid by him/her.

I have read this notice, and I am aware of the costs to be paid by me.

Title of Plan being submitted	Name of Applicant
Signature of Applicant	Address
Date	Post office Zip code
Email address	Telephone number