



## Subdivision and Land Development Plan Application

### SUBMISSION REQUIREMENTS:

**\*\*\*APPLICATIONS MAY BE SUBMITTED MORE THAN 20 DAYS AND FEWER THAN 30 DAYS PRIOR TO THE NEXT REGULARLY SCHEDULED MEETING OF THE PLANNING COMMISSION\*\*\***

#### 12 Complete Sets of:

1. Plans as required in the Subdivision Land Development Ordinance
2. Other related materials as appropriate.
3. One electronic copy of the site plan.
4. 2 copies of StormWater Management Report
5. 2 copies of Traffic Study (if appropriate)
6. Complete Chester County Planning Commission Act 247 Review Form and Fee
7. Payment of fees (See Resolution No. 684)

**\*PUBLIC WATER & SEWER CONNECTION- APPLICANT MUST SUBMIT TO THE LONDON GROVE TOWNSHIP MUNICIPAL AUTHORITY DIRECTLY\***

### Type of Application

Check One:  Subdivision  Land Development  
Check One:  Preliminary Plan  Final Plan

Name of Plan: \_\_\_\_\_

### Applicant Information

Name: \_\_\_\_\_ Street Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ City/State: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### Owner Information

Name: \_\_\_\_\_ Street Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ City/State: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### Property Information

Tax Parcel Number(s): \_\_\_\_\_ Acres: \_\_\_\_\_  
Property Street Address: \_\_\_\_\_ Zoning District: \_\_\_\_\_  
City/State: \_\_\_\_\_ Location: \_\_\_\_\_

Floodplain Present:  Yes  No If Yes, location: \_\_\_\_\_

Square Feet of non-residential space: \_\_\_\_\_

Current Use of Property: \_\_\_\_\_

Proposed Use of Property: \_\_\_\_\_

Proposed Use Permitted By:  Right  Special Exception  Conditional Use  Other \_\_\_\_\_

Any existing structures over fifty (50) years of age on the property:  Yes  No

If yes, describe: \_\_\_\_\_

Improvements to be dedicated to the Township or Municipal Authority:

Street or Right-of-Way  Sewer Lines  Easements  Open Space and/or Recreational Lands  
 Water Line  Pump Station  Other \_\_\_\_\_

I, the undersigned, attest to the truth and correctness of all facts and information presented with this application and agree to pay for all fees associated therewith and required by this application upon submittal of the application to the Township.

Should the cost to the Township for processing an application, including but limited to the cost of engineering and legal reviews, exceed the fees/application deposits specified herein, the applicant is required to pay the additional cost.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date:

Date

**For Office Use Only**

Engineer/Consultants: _____	Date Application Forwarded: _____
Board of Supervisors: _____	Date Application Forwarded: _____
Township Planning Commission: _____	Date Application Forwarded: _____
County Planning Commission: _____	Date Application Forwarded: _____
Solicitor: _____	Date Application Forwarded: _____

## Review and Processing Escrow Agreement for Land Development and/or Subdivision Plans

Name of Development: \_\_\_\_\_

Amount of Security \$ \_\_\_\_\_

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and among \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (hereinafter called "Developer"), and the BOARD OF SUPERVISORS OF LONDON GROVE TOWNSHIP, 372 Rose Hill Road, West Grove, PA 19390, (hereinafter called "Township").

### RECITAL

WHEREAS, the Developer owns certain real property located in the Township at \_\_\_\_\_ and known as Tax Parcel Number(s) \_\_\_\_\_; and

WHEREAS, both the Township Ordinances and the Pennsylvania Municipalities Planning Code ("MPC") permit the Township to impose fees for review of subdivision and land development plans; and

WHEREAS, the Township Board of Supervisors has adopted by means of appropriate resolution or resolutions a schedule of fees, including a professional services escrow fee, for reasonable and necessary charges required by the Township to compensate its Professional Consultants for services rendered during the review process; and

WHEREAS, Developer has filed an application for subdivision and/or an application for land development ("Plans") which requires the deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the review process based upon the aforesaid Resolution.

NOW, THEREFORE, for and in consideration of the Township's review of the Plans, and the mutual promises of the parties hereto made to each other, and intending to be legally bound hereby, the parties agree as follows:

1. For purposes of this Agreement the term "Professional Consultant" shall be equivalent to the definition set forth in the MPC, as that definition may be from time to time amended. The term is currently defined to include, "persons who provide expert or professional advice, including, but not limited to, architects, attorneys, certified public accountants, engineers, geologists, land surveyors, landscape architects or planners."
2. The purpose of this Agreement is for Developer to reimburse the Township for the reasonable and necessary expenses incurred by the Township for review of the Plans by the Township's Professional Consultants.
3. Developer, contemporaneously with the execution of this Agreement, hereby deposits with the Township the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), ("Initial Escrow Amount") as that fee is determined pursuant to the appropriate resolution governing professional services escrow fees as adopted by the Township. Said money shall be held in a separate escrow account ("Escrow Account") by the Township. Developer acknowledges that this amount is only an estimate and that Developer is ultimately responsible for the full cost of the Professional Consultant fees. Developer shall not be entitled to any

interest in connection with the account. Developer shall be entitled to a refund of any balance in the account upon termination of this Agreement and after all Professional Consultant fees have been paid.

4. Upon submission to the Township of itemized bills for Professional Consultant fees, the Township shall within ten (10) days of receipt, provide copies of the itemized bills to the Developer. The Developer shall have one hundred (100) days after receipt of the bill to notify the Township and the Township's Professional Consultants that such fees are disputed and the basis for the objection to those fees. Failure of the Developer to dispute a bill within one hundred (100) days shall be a waiver of the Developer's right to arbitration of that bill under Section 510 (g) of the MPC. 53 PS Section 10510(g). In the event that the Township's Professional Consultant and the Developer cannot agree on the amount of the review fees, the Developer and the Township shall follow the procedure for dispute resolution set forth in Section 510(g), provided that the arbitrator resolving such dispute shall be of the same profession as the professional consultant whose fees are being disputed.
5. Developer shall be required to maintain a minimum balance that is equal to twenty percent (20%) of the Initial Escrow Amount at all times. Immediately after notice from the Township that the balance in the account is below the required minimum, Developer shall deposit with the Township, sufficient funds to restore the balance to the Initial Escrow Amount. Failure of the Developer to deposit the required funds shall result in the immediate cessation of all work by the Township and its Professional Consultants.
6. This Agreement shall remain in full force and effect until the Developer withdraws its Plans; the Plans are denied approval by the Township; or Developer's Plans have received final approval and the Developer and Township have executed appropriate Land Development and/or Subdivision Agreements and corresponding Financial Security Agreements.
7. By execution of this Agreement, Developer authorizes the Township to withdraw and make disbursements from the Escrow Account to reimburse the Township for the payments made to the Professional Consultants, after the expiration of the one hundred (100) day time period discussed in paragraph 4 above, without limitation, and hereby remises, releases and forever discharges the Township from any and all liability, except wanton and intentional misconduct of the Township, with respect to any sum or sums so withdrawn, and directs that the Township shall be entitled to withdraw said sums without further inquiry being made by Township.
8. Developer acknowledges and agrees that the sum deposited in the Escrow Account is for the sole purpose of paying the Township's Professional Consultants, and is not for the purpose of guaranteeing any public improvements or payment to Developer's consultants, contractors or subcontractors who supply labor or materials or perform services in connection with the Plans.
9. Township agrees that the Escrow Account shall not be diminished by it, except upon receipt of invoices from the Township's Professional Consultants, and then only in such amount as set forth in the invoices.
10. If the aforesaid deposits are insufficient to cover the charges of the Township Engineer or other Professional Consultants to the Township for the aforesaid service rendered or any other engineering or consulting services rendered relating to the Plan, Township shall bill applicant for such deficiency. Applicant shall pay Township the amount of such bill. If the aforesaid deposits exceed said charges of the Engineer or Professional Consultants, the balance remaining shall be refunded to the Applicant without interest after final release by the Township of any security posted with respect to maintenance or repair of the improvements shown on the Plan.
11. All notices to be given by any of the parties hereto shall be in writing and delivered to the address of each party set forth in the heading hereof (or to such other address as may be furnished in writing for such purpose) to the attention of the individual named in the heading, if any, by postage prepaid, registered or certified mail or recognized overnight delivery service with positive tracking of items (e.g., Federal Express).

# LONDON GROVE TOWNSHIP

Date Received:	_____
Date Accepted:	_____
90 Day Date:	_____
Fee Paid:	_____

- 12. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.
- 13. Any additional terms, conditions, or modifications of this Agreement shall not be effective unless reduced to writing, signed by the parties hereto and appended to this Agreement as an addendum hereto, specifically designated as such.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representative on the date first indicated hereinabove.

ATTEST/WITNESS:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

SECRETARY

DEVELOPER

BY: \_\_\_\_\_

BOARD OF SUPERVISORS OF LONDON GROVE TOWNSHIP

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