

SOUTH LONDONDERRY TOWNSHIP
Application for Plan Approval
Subdivision/Land Development

Date Filed: _____ Project #: _____

Section I:

Title of Plan: _____

Plan Classification:

- a. Subdivision Land Development Sketch Plan
- b. Minor Major
- c. Preliminary Final

Section II:

1. Name of Applicant: _____
Mailing Address: _____ Phone: _____
2. Property Owner(s): _____
Mailing Address: _____ Phone: _____
3. Developer: _____
Mailing Address: _____ Phone: _____
4. Engineer/Surveyor: _____
Mailing Address: _____
Contact: _____ Phone: _____ Fax: _____
5. Attorney: _____
Mailing Address: _____ Phone: _____

Section III:

1. Location: _____ Tax Map/Parcel #: _____
2. Total Area: _____
3. Number of Proposed Lots: _____
4. Zoning District(s): _____
5. Land Use---Current: _____ Proposed: _____

6. Water Supply---Current: _____ Proposed: _____
7. Sanitary Sewer---Current: _____ Proposed: _____
8. Linear Feet of New Street Proposed: _____
9. Cul-de-Sac Proposed: Yes No
10. Linear Feet of New Storm Sewer Proposed: _____

Section IV: Recreation

1. Land Dedication Required: _____ Acres Land Dedication Proposed: _____ Acres
2. Fee in Lieu of Land Dedication Proposed: _____
3. Specify any waivers requested: _____
-

Section V: Required Improvements *(Check all Applicable)*

1. Full Street Construction
2. Partial Street Construction/Upgrading
3. Sidewalks
4. Curbing
5. Public Sanitary Sewer
6. Public Water with Fire Hydrants
7. Street Lights
8. Signs
9. Storm Sewer
10. Other:

Section VI: Waivers Requested

1. Are any waivers to any provisions of the Zoning Ordinance being requested?
 Yes No

If yes, site section and request: _____

2. Are any waivers to any provisions of the Subdivision and Land Development Ordinance being Requested? Yes No

If yes, site section and specific request: *(use additional sheets if necessary)*

Section VII: Supporting Documents

1. The following documents **MUST** be submitted with this application:

(check appropriate column)

<u>Yes</u>	<u>No</u>	<u>N/A</u>	
			a. Minor Subdivision Plan and/or Final Subdivision or Land Development Plan:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9 paper copies of plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copy of DEP Permit for Sewer Extension & Facilities or approved Planning Module for on-lot systems.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Request for any waivers, signed by Owner(s).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copy of PENNDOT Highway Encroachment Permit, where needed.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copy of DEP Dams and Encroachment Permit, if required.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	State & Federal permits for wetlands and waterways, if required.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copy of executed agreements with sewer and/or water authorities, if applicable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NPDES Permits for activities disturbing 5 acres or more.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proposed Easements and Deeds of Dedication
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Letter of approval of Soil and Erosion Control Plan from Lebanon County Conservation District <i>(If not submitted with preliminary submission)</i>
<u>Yes</u>	<u>No</u>	<u>N/A</u>	
			b. Preliminary Subdivision and Land Development Plan:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certification of availability of sewer and water from utility company.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Request for any waivers, signed by owner(s).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complete Land Development Planning Module.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Drain Plans and Computations.

- Design calculations and construction details for all required improvements.
- Soil erosion Control Plan and Narrative.
- Detention Facility construction plans.
- Landscape Plan.
- Proposed construction timetable and phasing schedule.
- Sketch Plan for any contiguous land holdings.
- Letter of approval of Soil & erosion Control Plan from the Lebanon County Conservation District.
- Wetlands Determination Report and/or copy of Joint Permit Application, if applicable.
- Recreation Impact Study and Recreation Plan for all multifamily dwelling projects.
- 9 complete sets of plans and supporting documentation.

2. Applications submitted without full documentation will be returned without action. Appropriate fees to South Londonderry Township, Lebanon County Planning Department and Lebanon County Recorder of *Deeds (or copy of receipt showing that the County fees have been paid)* shall be submitted at the time of application.
3. Properly executed Reimbursement of Costs Agreement shall be completed upon submittal of application.

Section VIII: Signatures

** The application must be submitted, and the application signed, by the OWNER(S) of the property. In the case of a corporation, the President or Vice President mu sign, and the signature attested to by the Secretary or Assistant Secretary, and the Corporate Seal affixed. If there are multiple owners (husband and wife, etc.), all must sign.

Signature of Applicant:

Witness:

(Additional sheets shall be used for any comments or additional information not covered on this application. All sections must be completed to be accepted as a complete application).

SOUTH LONDONDERRY TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 20____, by and between *SOUTH LONDONDERRY TOWNSHIP*, Lebanon County, Pennsylvania, with offices located at 27 West Market Street, Palmyra, PA 17078 (hereinafter referred to as "*Township*") and _____, of _____ (hereinafter referred to as "*Developer*").

W I T N E S S E T H:

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing Lebanon County PIN _____, located at _____, within the _____ Zoning District; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land development, building development or other plans for the use of their land to the Township, or has applied for and/or has requested other requisite permits, relief, or approvals from the Township;

WHEREAS, the Developer has requested and/or requires the Township approval, consent, and/or review of its proposed plan, proposal, request, application, and/or other submittal, and the Township is willing to authorize its professional consultants and/or employees to review said plan, proposal, request, application and/or submittal upon execution of this agreement, and upon deposit of an escrow account according to the current South Londonderry Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning

Code, and/or Township employees to review Developer's plan, proposal, request, application and/or other submittal to use its property, and to make such recommendations and specifications as may be necessary with respect to such plans and/or proposals in accordance with all applicable Township ordinances, and State and Federal rules and regulations.

2. The Developer and Township acknowledge that the Township will incur costs and fees relating to the review of Developer's plan, proposal, request, application and/or other submittal by its professional consultants and/or employees, and Developer agrees to pay and/or reimburse the Township for such costs and fees in accordance with this agreement.

3. The Developer shall pay the professional consultant's charges, costs and fees for the following: (a) review of any and all development plans, proposals, studies, or other correspondence relating to the development, plan, proposal, request and/or application; (b) attendance at any and all meetings relating to Developer's plan or proposal; and (c) preparation of any studies, reports, engineered plans, surveys, appraisals, legal documents, or other correspondence relating to Developer's plan or proposal. It is understood by the execution of this agreement that the Developer specifically accepts the Fee Schedule currently in effect in the Township.

4. The Developer hereby agrees to deposit with the Township the sum of _____ Dollars (\$_____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank, as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below fifty percent (50%) of the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to seventy-five percent (75%) of its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to re-establishing the escrow

account balance as set forth herein. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

5. Developer and Township agree that upon completion of the Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the Developer upon written request to the Township Manager.

6. Developer and Township acknowledge that Section 3.09 of the South Londonderry Township Subdivision and Land Development Ordinance requires Developer to pay Township's professional consultant fees relating to a subdivision or land development plan or project. In the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make the initial deposit payment described above within five (5) days of the date of this agreement, Developer shall be in default of this agreement and in violation of the above Sections of the Subdivision and Land Development Ordinance, if applicable.

7. In the event of Developer's default and/or failure to comply with this Agreement, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject property until such time as the terms of this Agreement are strictly met by Developer.

8. Developer and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings or other improvements as proposed on the Developer's plan, proposal, request, application or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, or recordable linens, shall be released by the Township or final approvals given until all outstanding professional consultant fees and costs are paid to the Township, and provided that the Developer is not in default under this Agreement.

9. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to

proceed with the development and/or application or request as set forth on the plan, request, or proposal and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

10. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the subject property or both, in its sole discretion, for any expense not paid and/or expense in excess of the then current balance of funds on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer's plan, proposal, submittal, request, and/or project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

11. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development or a planned residential development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the parties' agreement and escrow fund established under this Agreement.

12. This agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

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

SOUTH LONDONDERRY TOWNSHIP:

Date: _____

DEVELOPER:

Date: _____

SALDO FEE SCHEDULE

PLAN TYPE	RATE SCHEDULE		CALCUATIONS		
	ADMIN FEES	DEPOSIT ACCOUNT	ADMIN FEES	DEPOSIT ACCOUNT	SUBTOTAL
Stormwater Management Plan	\$150	\$1,200			
Sketch	\$450	\$800			
Subdivision: (Preliminary & Final)					
•Minor (2-5 lots)	\$400 + \$40 / Lot	\$1,000 + \$100 / Lot			
•Major (6 & Over)	\$600 + \$40 / Lot	\$1,000 + \$100 / Lot			
Land Development (Preliminary & Final)					
•Residential	\$700 + \$30 / D.U.	\$1,000 + \$100 / D.U.			
•Non-Residential	\$700 + \$30 / Acre	\$1,000 + \$350 / Acre			
Lot Add-On	\$500	\$1,000			
Conditional Use	\$575	\$1,000			
Waiver Request	\$70	\$70 Each			
Site Inspections	Actual	Cost			
TOTALS			\$ -	\$ -	
			01-361.310	01-361.320	