



BETHEL TOWNSHIP
Code Enforcement Office
1092 Bethel Road
Garnet Valley, PA 19060

610.459.1529 Phone

www.betheltwp.com

610-459-2921 Fax

Land Disturbance Permit Application

Received by: _____

Date: _____

Applicant's Name: _____

Permit Number: _____

Phone Number: _____

Applicant Address: _____

Fax Number: _____

E-mail Address _____

Address/Subdivision for Improvement/Disturbance _____

Type of Improvement/Disturbance _____

Total Area of Subdivision _____ Area of Phase & Phase Number: _____

Check List for Required Data (4 Sets Required)

The Applicant or their engineer must complete this checklist to insure that a completed application package is received at the time of submittal. This checklist will be reviewed upon application submittal for completeness. Failure to include required information may result in return of application prior to the start of any review.

Please place a check mark for each completed item.

	<u>Fee</u>	<u>Escrow</u>
_____ Application Form		
_____ Grading Plan w/No Required SWM	\$200.00	\$ 500.00
_____ Grading Plan w/Simplified SWM	\$250.00	\$1,000.00
_____ Grading Plan w/Engineered SWM	\$300.00	\$1,500.00
_____ Grading Plan w/SWM for New Home Construction Not Part of an Active Subdivision	\$500.00	\$2,500.00

	<u>Fee</u>	<u>Escrow</u>
_____ Grading Plan w/SWM for New Home Construction Part of an Active Subdivision	\$300.00	\$ 500.00

The Application includes the establishment of an Escrow Account. The Escrow Account covers the expenses may include: paid engineering, legal, site design, traffic design, landscaping, street lighting and any other consultant necessary. Escrow amounts shall be established in accordance with this Resolution; all unused funds within the Escrow Account shall be returned to the applicant eighteen (18) months after completion of the project/development or upon written cancellation of the project/development upon approval by the Board of Supervisors of the refund.

_____ Drainage area plan including the following:

_____ Description of existing and proposed features of area surrounding the site

_____ Existing vegetation, watercourses, man-made features and water shed

_____ Topographic Survey (Scale as per Ordinance #143):

_____ Tract boundaries shown on plan in metes and bounds

_____ Location and description of all existing vegetative cover, soil types, wetland streams, ponds, springs, tree masses, notable trees, and/or other pertinent natural and man-made features

_____ Grading Plan (Scale as per Ordinance #143):

Identifies all proposed changes including the following:

_____ Limits of disturbance, grade alterations, tree removal limits, structures, paving, water supply sources and all utilities

_____ Storm water management controls and appropriate calculations as required by the Subdivision and Land Development Ordinance #73

_____ Appropriate details and notes for all proposed alterations

_____ Sewage Disposal Facilities – Note: Per Section 502.2 of the Subdivision and Land Development Ordinance #73, the location of any proposed on-lot sewage disposal system including the replacement area, therefore, must be surveyed, sealed by a licensed registered professional surveyor and plotted by metes and bounds in the recorded plan or the land development plan or on the plan for any single lot which the system is intended for.

_____ Erosion and Sediment Control Plan including the following:

_____ Location and description of any proposed E & S controls

_____ Sequence of construction

_____ Standard E & S notes

_____ Appropriate details and notes for all proposed control features

_____ Seeding and mulching specifications (both temporary and permanent)

_____ If disturbed area is greater than five (5) acres, submit proof of NPDES permit coverage for discharges of storm water

_____ Plans submitted with this application should be prepared and sealed by a Registered Engineer, Land Surveyor or Landscape Architect, licensed in the Commonwealth of Pennsylvania (when required).

_____ Time schedule - Start date: _____ Completion Date: _____

_____ Approximate area to be disturbed: _____ Acres/Sq Ft.

**APPLICANT HEREBY AGREES TO COMPLY WITH THE REGULATION OF LAND DISTURBANCE
ORDINANCE #143**

Applicant Signature:

Date:



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Land Disturbance Permit

To be completed by the Office of the Township Engineer or Approved Official

Permit Number:

\$ Permit Fee

Date of Approval/Denial:

Applicant Phone No.

Name & Address of Applicant:

Applicant Fax No.

Applicant E-mail Address

Location/Address/Subdivision of Disturbance:

Lot #:

Review Completed by:

Review Date:

Comments:

Permit Issued By:

Date:



Giovanna Iacono, PE, MBA
CHAIRWOMAN

Michael J. Davey, Esq.
VICE-CHAIRMAN

Michael D'Agostino, Esq
SUPERVISOR

Chuck Dennie, PE
SUPERVISOR

Stephanie DerOhannessian, MB
SUPERVISOR

REIMBURSEMENT AGREEMENT

Type of Application: _____

Address: _____

Folio Number(s): _____

This Agreement is made the ____ day of _____ 202__ by and between Bethel Township, Delaware County, Pennsylvania, a Pennsylvania second class township doing business at 1092 Bethel Road, Garnet Valley, PA 19060 (“Township”) and

_____ (“Applicant”).

Whereas, Applicant is the legal or equitable owner or tenant of certain real estate located at _____, folio number _____ (hereinafter the “Site”);

Whereas, Applicant has presented to the Township plans for grading, subdivision, land development, zoning amendment or other building development of the site as set forth above (hereinafter the “Project”); and

Whereas, Applicant has requested and/or requires Township approval for the Project and/or review of Applicant’s plans and proposals concerning the Project, and the Township is willing to authorize its professional consultants to review said plans and proposals concerning the Project upon execution of this Agreement and deposit of an Escrow Account.



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Now, therefore, the parties agree as follows:

1. Applicant and Township hereby authorize and direct Township’s professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code, to review Applicant’s plans and proposals concerning the Project proposed for the Site, and to make such recommendations and specifications as may be necessary with respect to the Project in accordance with all applicable Federal, State, County, and Township statutes, ordinances, codes, rules, and regulations.

2. Applicant and Township acknowledge that Township will incur costs and fees relating to the review of the Project by Township’s professional consultants, and Applicant agrees to pay and/or reimburse Township for such costs in accordance with this Agreement.

3. Applicant shall pay the professional consultant’s charges and fees for the following: (a) review of any and all applications, plans, proposals, studies, or other correspondence relating to the Project; (b) attendance at any and all meetings relating to the Project; (c) preparation of any documents related to the Project, including, but not limited to: studies, reports, engineered plans, surveys, appraisals, agreements, deeds, declarations, easements, other legal documents, or other correspondence; (d) monitoring, testing, and inspecting of the work conducted by Applicant and/or its agents, contractors, representative, or employees in conjunction with the Project.

4. Applicant hereby agrees to deposit with Township the sum of _____ Dollars (\$ _____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank (“Escrow Account”) as security for the payment of all Township expenses, costs, charges, and fees as set forth in Paragraph 3 above,



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upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township. In the event that the Escrow Account shall fall below Fifty Percent (50%) of the original posted amount, Applicant shall immediately, upon receipt of written notice from Township, deposit sums with the Township necessary to replenish the Account to its original balance. In the event that there are insufficient funds to pay current Township-incurred expenses, Applicant agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to re-establishing the base escrow account balance. Township will use its best efforts to advise Applicant of the impending likelihood that its costs have exceeded the required Escrow Account sums as described above.

5. Applicant and Township agree that all unused portions of the Escrow Account shall be returned to Applicant upon written request to the Township once all the work on the Project is completed by Applicant, including the maintenance period, if any, and all Township expenses, costs, charges, and fees as set forth in Paragraph 3 above have been paid.

6. Applicant and 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 as proposed on Applicant's final plan. Applicant agrees and acknowledges that no permit, occupancy or otherwise, or recordable plans, shall be released by Township until all outstanding professional consultant fees and costs are paid to Township, and provided that Applicant is not in default under this Agreement.

7. By execution of this Agreement, Applicant acknowledges and agrees that Township employees and professional staff, including Planning Commission members and members of the Board of Supervisors,



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may enter upon and inspect the Site upon 48- hours notice in order to determine compliance with Township ordinances and to facilitate appropriate planning for the Project.

8. Applicant 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 as set forth on the plan. Upon receipt of such written notice by Township, Applicant shall only be liable to the Township for the Township expenses, costs, charges, and fees incurred prior to the end of this 15-day notice period.

9. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Applicant. Applicant shall provide Township with at least thirty (30) days advance written notice of any proposed assignment of Applicant's rights and responsibilities under this Agreement.

10. Applicant and Township acknowledge that this Agreement represents their full understanding as to Township's reimbursement for professional or consultant services. If the Project constitutes a subdivision or land development under Township ordinances, the parties acknowledge that they intend to execute Development and/or Improvement Security Agreements in the future. Any such Development or Improvement Security Agreements may incorporate or replace this Agreement.

11. This Agreement and the Application it is a part of shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of Bethel Township, Delaware County. Applicant and Township hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Delaware County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.



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12. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void and the remainder of this Agreement shall be in full force and effect.

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.

APPLICANT:

BETHEL TOWNSHIP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____