



LOWER PROVIDENCE TOWNSHIP

100 Parklane Drive • Eagleville, PA 19403 • www.lowerprovidence.org

Administration: 610 539-8020 • Fax: 610 539-6347

Police: 610-539-5900 • Fax: 610-630-2219



APPLICATION FOR SUBDIVISION AND LAND DEVELOPMENT

Please complete all of the following sections below. All sections must be complete with the required information. If the required information is not provided, the Township may reject the application. Please attach any addendums or supportive documents to this application. Twenty-five (25) complete sets of the site plans and one (1) electronic media of the complete set of plans in a pdf format must be submitted to the Lower Providence Township Planning & Development Department. (Note: A DeMinimus plan only requires five (5) complete sets of the site plans and one (1) electronic media of the complete set of plans in a .pdf format.) Please note that any false statement or misrepresentation of fact contained within this application is a criminal offense and subject to penalty.

Please check one only:

- Sketch Plan Preliminary Plan Preliminary/Final Plan Final Plan De Minimis Plan

Please check one only:

- Minor Subdivision Major Subdivision Minor Land Development Major Land Development

1. Applicant information:

Name:	Address:
Phone:	Fax:
E-Mail:	

2. Name of Subdivision or Development:

3. Main Contact Person¹:

Name:	Address:
Phone:	Fax:
E-Mail:	

¹Contact person should be permitted to make decisions pertaining to processing of application

4. Agents or Attorney (if any):

Name:	Address:
Phone:	Fax:
E-Mail:	

5. Registered Engineer or Surveyor:

Name:	Address:
Phone:	Fax:
E-Mail:	

6. Owner of Record of Land:

Name:	Address:
Phone:	Fax:

7. Location of the property to be subdivided or developed:

8. Tax Parcel Number of the parent parcel: _____

9. Parent Parcel ---Deed Book & Page # _____

10. Total Proposed No. of Lots or Dwelling Units: _____

11. Total area to be developed or subdivided:

Gross: _____ Acres to be disturbed: _____	Net: _____ (area calculated to the legal right-of-way – net areas are to be used for density and land area requirements)
Sq ft of building floor area: _____	
(area calculated to center of street)	
Project located within a stream or flood plain (if any): Yes ____ No ____	
PADEP Permits required? Yes _____ No _____	

12. Density (dwelling units per acre): _____
13. Zoning classification of subject land: _____
14. Water Supply: Public system? _____ whom is supplier? _____ well? _____
15. Sewage System: Public system? _____ On-lot system? _____ EDU's required: _____
16. Please attach to this application all encumbrances and deeds involving the property.
17. Lineal Feet of New Street to be dedicated to the township _____
18. Are waivers or modifications requested at this time from the Subdivision and Land Development Ordinance? _____ If yes, please attach to this application a written explanation for all waivers or modifications requests.
19. Please attach copies of all zoning variances or special exceptions that apply to the property or use involved with this application.

By signing this application, authorization is granted to any municipal representative of Lower Providence Township to access the above property as stated within this application at any time, without an administrative warrant, to inspect and verify the location of any proposed use and/or structure contained within this application. Furthermore, I agree as the applicant(s) representing the property owner(s) for the submission of this subdivision or land development plan being duly sworn according to law states that the above Lower Providence Township Zoning, Subdivision and Land Development Ordinance and Escrow Policy were read and the facts set forth in said application and supportive documents are true and correct to the best of my knowledge, information and belief.

DATE _____ SIGNATURE OF APPLICANT(S) _____

DATE _____ PRINT NAME OF APPLICANT(S) _____

DATE: _____ SIGNATURE OF PROPERTY OWNER(S) _____

The following is for Township Use Only:

Lower Providence Township Application Fee:	\$	Ck#	Per Lot Fee	\$	Ck#
Montgomery County Fee	\$	Ck#	Escrow	\$	Ck#

Review Distribution List:			
<input type="checkbox"/>	Lower Providence Township Engineer	<input type="checkbox"/>	Lower Providence Township Police
<input type="checkbox"/>	Montgomery County Planning Commission	<input type="checkbox"/>	Lower Providence Township Parks & Recreation
<input type="checkbox"/>	Lower Providence Township Landscaping Consultant	<input type="checkbox"/>	Lower Providence Township Building Code Official
<input type="checkbox"/>	Lower Providence Township Traffic Consultant	<input type="checkbox"/>	Lower Providence Township EMC
<input type="checkbox"/>	Lower Providence Township Lighting Consultant	<input type="checkbox"/>	Lower Providence Township Public Works
<input type="checkbox"/>	Lower Providence Township Sewer Authority	<input type="checkbox"/>	Lower Providence Township Manager

Date: _____

Cursory Review: _____

Ranee J. Elton
Director of Planning and Development

LOWER PROVIDENCE TOWNSHIP

PROFESSIONAL SERVICES

AGREEMENT FORM

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the TOWNSHIP of LOWER PROVIDENCE, Montgomery County, Pennsylvania, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 100 Parklane Drive, Eagleville, Montgomery County, Pennsylvania 19403, (hereinafter referred to as the “Township”), and the LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY (hereinafter referred to as “the Authority”)

AND

(hereinafter referred to as “Applicant”)

W I T N E S S E T H :

WHEREAS, Applicant is the legal or equitable owner of a certain tract or parcel of real estate situated in Lower Providence Township, Montgomery County, Pennsylvania, identified as 43-_____ located generally at _____.

WHEREAS, the Township is required to review and act upon for the subdivision and development of lands in accordance with the Pennsylvania Municipalities Planning Code;

WHEREAS, Applicant has requested the Township review the proposed Subdivision and/or Land Development for the above-referenced parcel(s);

WHEREAS, said review may require the services of the Township's engineer, solicitor, traffic consultant, landscape architect, lighting consultant and planning consultant; and

WHEREAS, Applicant has requested of the Authority that it accept sewage emanating from the above-referenced tract or parcel or real estate into its sewage collection system for delivery to and treatment by the Lower Perkiomen Valley Regional Sewer Authority at its Oaks treatment plant; and

WHEREAS, Applicant's plans for development of the tract include plans for the construction of sewage conveyance facilities; and

WHEREAS, the Applicant has agreed to pay the charges and fees of these professional consultants, and any other consultants reasonably engaged by the Township, incurred by the Township in the review of said Subdivision and/or Land development:

NOW, THEREFORE, the parties hereto agree as follows:

1. The Applicant shall pay all associated expenses for the consultants listed above for associated work spent on the submitted application.
2. The Applicant agrees to deposit with the Township an escrow deposit as set forth in Lower Providence Township Escrow Policy for Subdivision and Land Development Review and Fee Schedule as amended.
3. The escrow deposit shall be submitted as a separate check made payable to Lower Providence Township and must accompany an escrow deposit slip.
4. It is agreed and understood by all parties that neither the Township, the Solicitor, the Engineer, nor other relevant consultants shall commence processing this application for subdivision and/or land development until the escrow has been deposited with the Township.

5. In the event the Township determines that the escrow amount deposited hereunder will be exhausted before the work required of the Engineer, Solicitor and/or Township will be completed, the Applicant agrees that an additional amount, as determined by the Township, shall be deposited by Applicant within five (5) days from the date of written notice to make such deposit and the amount thereof.

6. In the event the Township shall expend and/or become liable for administrative costs and expenses, and/or legal, and/or engineering fees, in an amount in excess of the deposit, Applicant agrees to promptly pay such additional sums to the Township after receiving an invoice from the Township. All amounts billed by the Township under this Agreement will be due and payable thirty (30) days from the date of the billing statement. In addition, on all payments outstanding in excess of thirty (30) days, interest will be charged from the date of the initial billing statement at the rate of one percent (1.5%) per month on the unpaid balance plus an administrative charge of two percent (2%) per month on the unpaid balances of all invoices past due.

7. It is understood and agreed that if the escrow funds have been exhausted and attempts to replenish the account have gone not been fulfilled, no further review of the applicants plans will be conducted until those funds are replenished to the original escrow.

8. It is understood and agreed that this Agreement is a preliminary one for the purpose of inducing the Township to undertake a review of Applicant's plan and proposal and to establish a deposit account by Applicant with the Township to defray Township's costs for reviewing Applicant's plans. It is further understood that a Land Development Subdivision Agreement shall deal with a variety of matters not set forth herein. No permit for start of construction shall be provided Applicant unless and until the Applicant

and Township have executed a Construction Improvement Agreement and Financial Security Agreement, and duly recorded.

9. The Applicant may at any time terminate all further obligations of this Agreement, by giving written notice to the Township that it does not desire to proceed with the project, and upon receipt of such notice by the Township, the Applicant shall only be liable to the Township for the costs and expenses incurred to the date and time of the Township's receipt of the notice. The Township shall refund any unused balance of the deposited funds to Applicant within forty-five (45) days of receipt of the notice.

10. Refunds will be made only to the Applicant whose signature is on the Professional Services Agreement.

11. The Applicant and Township acknowledge that this contract represents their full understanding and bargain.

IN WITNESS WHEREOF, and fully intending to be legally bound hereby, the parties have hereunto caused these presents to be executed and have affixed their seals hereto, the day and year first above written.

Witness

Applicant

Date

Date

TOWNSHIP OF LOWER PROVIDENCE

Attest: _____

Date

Date

Joseph C. Dunbar, Secretary