



# CONDITIONAL USE APPLICATION

Easttown Township  
566 Beaumont Road  
Devon, PA 19333  
Phone 610-687-3000  
Fax 610-687-9666  
[easttown@easttown.org](mailto:easttown@easttown.org)  
[www.easttown.org](http://www.easttown.org)

## PART I – INSTRUCTIONS

### BEFORE COMPLETING THIS APPLICATION:

➤ Review Chapter 274 **Natural Resource Protection**, Chapter 400 **Subdivision and Land Development**, and Chapter 455 **Zoning** of the Township of Easttown Code, available online at [www.easttown.org](http://www.easttown.org), for purchase, or review at the Township Building.

### COMPLETING THIS APPLICATION:

- The following **MUST** be completed:
  - ✓ A fully-executed Consultant Fee Reimbursement Contract
- The following **MUST** accompany the application:
  - ✓ Application fee
  - ✓ Eighteen (18) hard copies and one (1) electronic copy (PDF) of Plot Plans meeting the requirements of §455-103.C

## PART II – PROPERTY INFORMATION

UPI No.:	Street address for which permit is being sought:	
Subdivision Name (if applicable):	Lot No. (if applicable):	<input type="checkbox"/> Class I Historic Resource

## PART III – PROPERTY OWNER INFORMATION

Property Owner (Name or Entity that will own the improved Property upon completion of work):	
Property Owner Street Address (if different than Property Information):	
City, State, and Zip Code:	
Phone Number:	Fax Number:
Email Address:	

## PART IV – DESCRIPTION OF CONDITIONAL USE

### TOWNSHIP USE ONL

#### Application Fee:

PAID on \_\_\_/\_\_\_/\_\_\_ via

Check # \_\_\_\_\_  Credit Card

**PART V – STANDARDS AND CRITERIA**

*The Applicant shall have the burden to prove compliance with the following standards and criteria, as may be applicable:*

1. The plan shall be consistent with §455-102 **Purpose**, community development objectives of Chapter 455 **Zoning**, with the Easttown Comprehensive Plan (2001) for the orderly development of the Township, and with the goals and objectives of the Easttown Open Space, Recreation, and Environmental Resources Plan (1993).
2. The proposed use shall be limited to those authorized as conditional uses within the district in which the Applicant’s land is located and as indicated on Figure 3-1, Land Use Table, of Chapter 455 **Zoning**.
3. The use and value of property adjacent to the proposed use will not be adversely affected by the proposed use. Every reasonable attempt shall be made to make the proposed use compatible with the adjacent properties and surrounding neighborhood in terms of parking, lighting, screening, buffering, landscaping, and other design features.
4. The capacity of existing streets and thoroughfares is adequate to absorb the additional traffic demand created by the proposed use.
5. The proposed use shall consist of a harmonious grouping of buildings or other structures with adequate service, parking, and open spaces.
6. Any degradation to the natural features of the proposed site and its surroundings resulting from the proposed use shall, to the satisfaction of the Supervisors, that the management of stormwater and any other alterations to the site’s predevelopment condition reflect an environmentally sensitive approach to land planning and design based on thorough site analysis and evaluation related to topography, soils, vegetation, hydrology, geology, visual quality, and related site conditions and characteristics.
7. If the use is to be carried out in progressive stages, each stage shall be so planned that the foregoing conditions and intent of this chapter shall be fully complied with at the completion of each stage.

8. The level of service at unsignalized and signalized intersections contiguous to the Applicant's property necessary to serve the proposed use by providing egress and ingress thereto (intersections through which at least 35% of the use's traffic must flow to gain access to the use) shall not fall below Level of Service "D" as specified in the Transportation Research board, Special Report 209, Highway Capacity Manual (1985), published by the Transportation Research Board, Washington D.C., 1985, or latest edition, provided the Supervisors may waive these criteria where they find such waiver to be in the interest of the public health, safety, and general welfare. This subsection shall not be construed to preclude improvement of such intersections to retain at least a Level of Service "D."
9. Vehicular trip generation resulting from the proposed use will not result in such increased traffic or turning movements as will significantly affect existing congestion on streets and roads within the immediate vicinity of the proposed development or adversely impact the reserve capacity of the public roads and road intersections providing access to the Applicant's property.
10. Improvements to streets and highways contiguous to the Applicant's property as part of the improvements for the proposed conditional use, such as road widening, acceleration/deceleration lanes, traffic control devices, and similar features, shall be sufficient to obviate adverse traffic impacts caused by the use and to protect the safety of the traveling public, and the location and design of facilities for ingress or egress are so located as to provide safe access to adjoining streets and roads and to avoid unnecessary traffic through existing neighborhoods.
11. When required, adequate on-site recreational space and facilities sufficient to accommodate the needs of the number of occupants reasonably anticipated to occupy the proposed conditional use are provided consistent with the requirements of Chapter 400 **Subdivision and Land Development**.
12. Sufficient land area is provided within the Applicant's property to effectively screen the proposed conditional use from adjoining uses, whether similar or dissimilar in type or character. Where, in the opinion of the Supervisors, proposed screening otherwise required by this chapter is insufficient, additional screening shall be required.
13. The proposed use as depicted on the plans for subdivision or land development includes adequate proposal for landscaping in addition to any requirements otherwise imposed by this chapter, Chapter 274 **Natural Resources Protection** or Chapter 400 **Subdivision and Land Development**, in areas such as the entrances, along property boundaries, in areas which are highly visible, such as along roads, walks or trails, and in other places reasonably deemed necessary by the Supervisors, where the use of trees, shrubs, and ground covers would be functional and appropriate.
14. The proposed use is properly sited and is not disruptive to existing topography, streams, ponds, vegetation, and other natural resources existing on the site.

15. Where setbacks from adjoining properties are necessary to remove any potential adverse impact or interference with adjoining uses, whether similar or dissimilar, the Supervisors may require a reasonable increase in setbacks and/or buffer areas otherwise mandated by the district regulations.

16. If public services are planned for the property, the proposed use shall be consistent with the planned extension of public services and utilities, such as public water and public sewer, and will not have a negative effect on the public services and utilities of the surrounding properties.

17. Every development containing conditional uses shall provide adequate access for firefighting and other emergency service equipment. In addition to criteria established in the applicable district regulations, the Supervisors may impose additional requirements to insure adequate access. Such access shall include, but shall not necessarily be limited to, turning radii sufficient to accommodate fire equipment, adequacy of roadway and right-of-way widths to accommodate the free flow of such equipment, paved emergency access roads/ways, provision for adequate access in front of, between and behind buildings and structures, including paved or compacted surfaces sufficient to support the weight of free equipment.

**PART VI – APPLICANT CERTIFICATION**

- I am the Property Owner
- I am an Officer or Official of the Property Owner
- I have authority to make this application (must complete Part VII, below)

I acknowledge that that the information set forth in this Application, including any attached plans and specifications, is true and correct to the best of my knowledge, information and belief, and false statements made therein are subject to the penalties of 1B Penn. C.S., §4904, relating to unsworn falsification to the authorities.

\_\_\_\_\_  
Name (type or print legibly)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PART VII – AGENT'S AFFIDAVIT**

I, \_\_\_\_\_, verify that I am the owner of the property listed in Part III, and have identified the person listed in Part VI to serve as my duly-authorized Agent for the purposes contained herein. I hereby declare that the above-made statements are true and correct to the best of my knowledge, information and belief, and false statements made within this Affidavit may subject individuals to penalties of 1B Penn. C.S., §4904, relating to unsworn falsification to the authorities.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

# Easttown Township

566 Beaumont Road, Devon, PA 19333  
Telephone: 610-687-3000 | Fax: 610-687-9666

## CONSULTANT FEE REIMBURSEMENT CONTRACT

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (the “Property Owner”), whose mailing address is: \_\_\_\_\_.

**WHEREAS**, the Property Owner is the legal or equitable owner of certain real estate bearing Chester County Tax Map Parcel No. 55-\_\_\_\_\_, located at address \_\_\_\_\_ in Easttown Township (hereinafter referred to as the “Site”); and

**WHEREAS**, the Property Owner has presented to Easttown Township (the “Township”) plans for grading, subdivision, land development, zoning or other building development of the Site (hereinafter referred to as the “Project”); and

**WHEREAS**, the Property Owner has requested and/or requires the Township’s approval for the Project and/or review of the Property Owner’s plans and proposals concerning the Project, and the Township is willing to authorize its Consultants to review said plans and proposals concerning the Project upon execution of this Contract.

**NOW, THEREFORE**, the Property Owner agrees as follows:

1. The Property Owner acknowledges that the Township will incur costs and fees relating to the review of the Project by the Consultants, and the Property Owner agrees to pay and/or reimburse the Township for such costs in accordance with this Contract. The Property Owner has received, read, and understands the Township’s Consultant Fee Reimbursement Policy and Procedures.
2. The Property Owner shall pay the Township’s Consultants’ costs and fees for the following: (a) review of any and all 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; and (d) monitoring, testing, and inspecting of the work conducted by the Property Owner and/or its agents, contractors, representatives or employees in conjunction with the Project. It is understood by executing this Contract that the Property Owner specifically accepts the fee schedules currently in effect and the fee schedules for Consultants that may come in effect during the duration of the Project.
3. The Property Owner further agrees that all fees or costs arising out of this Contract shall be fully paid prior to the issuance of any permit or approval for the Project. The Property

Permit No. \_\_\_\_\_

Owner agrees and acknowledges that no permit, occupancy issuance or recordable plans shall be released by the Township until all outstanding Consultant fees and costs are paid to the Township, provided that the Property Owner is not otherwise in default under this Contract.

4. The Property Owner may at any time terminate all future obligations under this Contract by giving written notice to the Township that it does not desire to proceed with the Project. Upon receipt of such written notice by the Township, the Property Owner shall only be liable to the Township for the Township and its Consultant's expenses, costs, charges, and fees incurred prior to the receipt of the written notice. Property Owner acknowledges and agrees that invoices for services performed on all dates prior to the date of receipt of the termination notice by the Township shall remain the responsibility of the Property Owner regardless of the date of the mailing of such invoice to the Township or the Property Owner.
5. The Property Owner and the Township agree that the Township shall have the rights and privilege to sue the Property Owner in assumpsit for reimbursement, to lien the Site or both, in its sole discretion, for any expense incurred by the Township's Consultants for the Project in excess of the then current balance of the established security deposit with the Township. The Township's election of remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have at law or in equity.
6. This Contract shall be binding on and inure to the benefit of the successors and assigns of the Property Owner. The Property Owner shall provide the Township with at least thirty (30) calendar days advance written notice of any proposed assignment of the Property Owner's rights and responsibilities under this Contract.
7. This Contract shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and all actions shall be brought in the Court of Common Pleas for Chester County.
8. If any provision of this Contract 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 Contract shall be in full force and effect.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Property Owner has caused his/her signatures to be affixed and have affixed their hands and seals the day and year first above-written.

ATTEST:

PROPERTY OWNER(S):

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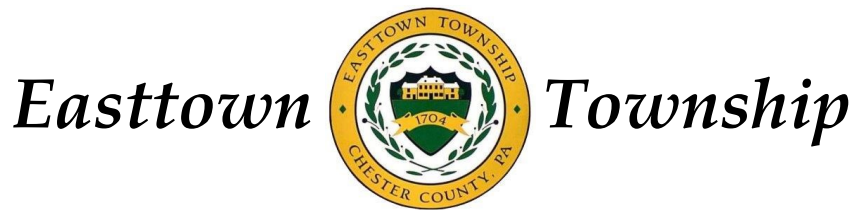
COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS
COUNTY OF	:	

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the undersigned, a notary public for the Commonwealth of Pennsylvania, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

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Notary Public



566 Beaumont Road, Devon, PA 19333  
Telephone: 610-687-3000 | Fax: 610-687-9666

## **CONSULTANT FEE REIMBURSEMENT POLICY AND PROCEDURES**

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS.

### **POLICY**

It is the policy of Easttown Township (the “Township”) to appoint private consultants (“Consultants”) to assist the Township staff (“Staff”) from time to time. These Consultants are hired to augment the Staffs’ capabilities with professional expertise in specific disciplines necessary to help promote the public health, safety, and general welfare of the Township and its residents. The Township engages its Consultants on projects that benefit either the community as a whole or the individual property owner. For those projects that benefit the individual property owner, it is the policy of the Township to impose reasonable fees on the individual property owner to cover project specific costs. Furthermore, it is the Township’s policy to require the individual property owner to fully reimburse the Township for its Consultants’ time and materials necessary to ensure that those projects benefiting the individual property owner comply with the Township Code.

### **PROCEDURES**

The Township establishes fees from time to time by resolution to cover its costs to process various applications for those projects directly benefiting individual property owners (“Property Owner”). These application fees include, but are not limited to, appeals, banners, buildings, drainage, driveways, fireworks, pools, subdivisions, land developments, sanitary sewers, and zoning. In addition to the above-referenced fees, the Township’s Consultants’ rate tables are incorporated into the Township’s fees schedule by resolution. In those instances where the Township requires or desires Consultant participation in reviewing the applications, the procedures for reimbursement are as follows:

1. The Property Owner is required to submit a completed and notarized Easttown Township Consultant Fee Reimbursement Contract (“Contract”) and any necessary application forms required for their project to the Front Office Staff at the Township, along with the required permit fees and security deposit amount. Applications will not be deemed complete or processed without the submission of a completed and notarized Contract and the requisite fees and security deposit.
2. The Front Office Staff will forward the submitted materials to the Township Manager (or designee) for review. If the application is deemed complete, the Township Manager (or designee) will authorize the Consultants to begin work and direct the Finance Staff to establish an escrow account for the project. Prior to circulation of the application for



review by the Staff and/or Consultants, a copy of the Contract will be forwarded to the Finance Staff and a copy placed in the project file with the application.

3. Each Consultant shall establish a separate project number for the purpose of invoicing. Consultant invoices shall be submitted monthly to the Township Manager or his designee and include charges itemized by date and time, identifying the person performing the work, and sufficient detail on the work performed to support the billing.
4. Within fourteen (14) calendar days of receipt of a Consultant invoice, the Township Manager (or designee) will review the invoice(s). The Township Manager (or designee) will direct any questions regarding the invoice to the Consultant. Once the review of the invoice is completed by the Township Manager (or designee), then the invoice will be forwarded to the Finance Staff for consideration of payment by the Board of Supervisors (the "Board") at its next regularly scheduled meeting.
5. Within fourteen (14) calendar days after the Board approves payment of the invoice, the Finance Staff will mail a payment reimbursement letter ("Letter") to the Property Owner identifying a reimbursement deadline of thirty (30) calendar days from the date of the Letter and advising that non-payment will delay the processing of applications, issuance of approvals and permits, or scheduling of inspections. If there is any dispute by the Property Owner with regard to a Consultant invoice, such disputes shall be handled as provided for in the Municipalities Planning Code.
6. Should the Property Owner fail to return full payment within the thirty (30) calendar day deadline, processing of all Township applications, issuance of approvals and permits, and scheduling of inspections for the Project will be suspended all outstanding invoice(s) are paid in full to the Township.