



**EASTTOWN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**566 Beaumont Road  
Devon, PA 19333  
610-687-3000  
610-687-9666 (Fax)**

**APPLICATION FOR  
FLOODPLAIN PERMIT**

**PART 1 – INSTRUCTIONS**

- Review Chapter 220, Floodplains, of the Code of the Township of Easttown, available online at [www.easttown.org](http://www.easttown.org), for purchase or review at the Township Building. All construction within Floodplains is required to meet applicable provisions of this Chapter.
- Submit a copy of the Homeowners Association (HOA) approval letter, if the property is governed by an HOA.
- Submit a copy of all necessary government permits required by state and federal laws, including but not limited to, Pennsylvania Sewage Facilities Act, Pennsylvania Dam Safety and Encroachments Act, Pennsylvania Clean Streams Act, and U.S. Clean Water Act.
- Submit three (3) copies of a plan of the entire site.
- Submit three (3) copies of a plan of all proposed buildings, structures, and other improvements.
- Submit Fees in accordance with the Easttown Township Fee Schedule, as approved and as may be amended by the Board of Supervisors.
- Submit the Consultant Fee Reimbursement Contract signed by the Property Owner.

**PART 2 – PROPERTY INFORMATION**

Street Address of Property for which Floodplain Permit is being sought (if P.O. Box, include street address also):

City, State, and Zip Code:

Tax Map ID#:

Subdivision Name (if applicable):

Lot # (if applicable):

**PART 3 – TYPE OF OWNERSHIP**

Private (individual, corporation, nonprofit institution, etc.)  Public (federal, state or local government)

**PART 4 – PROPERTY OWNER INFORMATION (person or entity responsible for all costs)**

Property Owner Name (person or entity that will own the Improved Property upon completion of work):

Property Owner Street Address, City, State, and Zip Code (if P.O. Box, include street address also):

Telephone Number:

Email Address:

Fax Number:

**PART 5 – CONTRACTOR INFORMATION (person or entity responsible for the completion of work)**

Contractor Name:

Contractor Street Address, City, State, and Zip Code (if P.O. Box, include street address also):

Telephone Number:

Email Address:

Fax Number:

**PART 6 – ARCHITECT OR ENGINEER INFORMATION (person or entity responsible for project design)**

Architect or Engineer Name:

Architect or Engineer Street Address, City, State, and Zip Code (if P.O. Box, include street address also):

Telephone Number:

Fax Number:

Email Address:

**PART 7 – OTHER PERMITS REQUIRED (check all that apply)**

- Township Zoning    Township Drainage    Township Building    Township Demolition
- Township Commercial Parking Lot    Township Sanitary Sewer    Township Road Occupancy
- Pennsylvania Sewage Facilities Act    Pennsylvania Dam Safety and Encroachments Act
- Pennsylvania Clean Streams Act    U.S. Clean Water Act
- Other: \_\_\_\_\_

**PART 8 – DESCRIPTION OF PROPOSED WORK**

**PART 9 – STRUCTURE MARKET VALUE AND COST OF IMPROVEMENT**

Pre-improvement Market Value of Structure:

Proposed Cost of Improvement:

**PART 10 – REQUIRED SUPPLEMENTAL DATA, PLANS, DOCUMENTS, AND CERTIFICATIONS**

Has a plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less been provided, showing the following:

- north arrow, scale, and date;
- topographic contour lines, if available;
- location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and development;
- location of all existing streets, drives, and other access ways; and
- location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities? (check one):    Yes    No

If no, then why? \_\_\_\_\_

**PART 10 – REQUIRED SUPPLEMENTAL DATA, PLANS, DOCUMENTS, AND CERTIFICATIONS (continued)**

Has a plan of all proposed buildings, structures, and other improvements, drawn at suitable scale been provided, showing the following:

- the proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;
- the elevation of the base flood;
- supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC, or the latest revision thereof as adopted by the Commonwealth of Pennsylvania? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has supporting information been provided proving that the proposal is consistent with the need to minimize flood damage and conform with Chapter 220? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has supporting information been provided proving that all utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has supporting information been provided proving that adequate drainage is provided so as to reduce exposure to flood hazards? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has supporting information been provided proving that structures will be anchored to prevent floatation, collapse or lateral movement? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has supporting information been provided proving that building materials are flood-resistant? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has supporting information been provided proving that appropriate practices that minimize flood damage have been used? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has supporting information been provided proving that electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation? (check one):  Yes  No

If no, then why? \_\_\_\_\_

Has detailed information concerning any proposed floodproofing measures and corresponding elevations been provided? (check one):  Yes  No

If no, then why? \_\_\_\_\_

If available, has information concerning flood depths, pressures, velocities, impact and uplift forces, and other factors associated with a base flood been provided? (check one):  Yes  No

If no, then why? \_\_\_\_\_

**PART 10 – REQUIRED SUPPLEMENTAL DATA, PLANS, DOCUMENTS, AND CERTIFICATIONS (continued)**

Has documentation, certified by a registered professional engineer or architect, proving that the effect of the proposed development within a Floodway Area will not increase the base flood elevation at any point been provided?  
 (check one):  Yes  No  
 If no, then why? \_\_\_\_\_

Has documentation, certified by a registered professional engineer or architect, proving that the cumulative effect of the proposed development within an AE Area/District without floodway when combined with all other existing and anticipated development, will not increase the base flood elevation more than one (1) foot at any point within the Township?  
 (check one):  Yes  No  
 If no, then why? \_\_\_\_\_

Has documentation, certified by a registered professional engineer or architect, stating that the proposed construction or development has been adequately designed to withstand the pressures, velocities, impact, and uplift forces associated with the base flood been provided.? (check one):  Yes  No  
 If no, then why? \_\_\_\_\_

Has detailed information showing compliance with Section 5.03 F., Storage, and Section 5.04, Development of Chapter 220 been provided? (check one):  Yes  No  
 If no, then why? \_\_\_\_\_

Has the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development" been provided? (check one):  Yes  No  
 If no, then why? \_\_\_\_\_

Where any excavation or grading is proposed, has a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control been provided?  
 (check one):  Yes  No  
 If no, then why? \_\_\_\_\_

**PART 11 – CERTIFICATION**

I am the Property Owner, or  
 I am an officer or official of the Property Owner, or  
 I have the authority to make this application (attach delegation of signatory authority),  
 acknowledge that the information provided in this Application, including any plans and specifications, is true and correct to the best of my knowledge and belief.

Name (type or print legibly)	Official Title
Street Address	City, State, Zip
Phone Number	E-Mail Address
Signature	Date

**PART 12 – TOWNSHIP ACTION (to be completed by Township)**

Permit Application Fee: \$		<input type="checkbox"/> Paid <input type="checkbox"/> Cash <input type="checkbox"/> Check No. _____ Received by: _____      Date: _____  <input type="checkbox"/> Not Paid		
Application Status:	<input type="checkbox"/> Approved* <input type="checkbox"/> Disapproved	Permit #:	Zoning Officer's Signature:	Date:

Zoning Officer's Comments:

- Any changes to this Floodplain Permit can only be made with the consent of the Zoning Officer and with the submission of a new Application for Floodplain Permit and new Application Fee.
- With the issuance of this Floodplain Permit the Applicant is required to display on the premises during the time of construction the attached Floodplain Permit Placard.
- The Applicant is required to schedule all inspections with Easttown Township with a minimum notice of 24-hours. Please call 610-687-3000 extension 110 to schedule an inspection.
- Township inspections are only performed on Mondays, Wednesdays, and Fridays from 9:00 a.m. to 3:30 p.m. To schedule inspections, please call the Township at 610-687-3000 extension 110.
- All permitted activities must begin within 180 days of the issuance date of this Floodplain Permit or this Permit will become invalid.
- All permitted activities must be completed within 12 months of the issuance date of this Floodplain Permit or this permit will become invalid.
- In the event the work does not comply with this Floodplain Permit, or that there has been a false statement or misrepresentation by the Applicant, the Township shall revoke this Floodplain Permit.
- Approved plans must be retained on the job site.
- **ALL TOWNSHIP FEES SHALL BE PAID IN FULL PRIOR TO THE RELEASE OF THE CERTIFICATE OF OCCUPANCY.**

# ***EASTTOWN TOWNSHIP***



## ***Consultant Fee Reimbursement Policy and Procedures***

**Approved by the  
Board of Supervisors on  
August 17, 2015**

# **EASTTOWN TOWNSHIP**

## **Consultant Fee Reimbursement Policy and Procedures**

### **Policy**

It is the policy of Easttown Township (“Township”) to appoint private consultants (“Consultants”) to assist the Township Staff (“Staff”) from time to time. These Consultants are hired to augment the Staff’s 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 escrow amount. Applications will not be deemed complete or processed without the submission of a completed and notarized Contract and the requisite fees and escrow. A copy of the Contract is attached as Exhibit “A”.
2. The Front Office Staff will forward the submitted materials to the Township Manager, or his designee, for review. If the application is deemed complete, the Township Manager or his 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 his designee will review the invoice(s). The Township Manager or his designee will direct any questions regarding the invoice to the Consultant. Once the review of the invoice is completed by the Township Manager or his designee, then the invoice will be forwarded to the Finance Staff for consideration of payment by the Board of Supervisors ("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 applications and/or issuance of permits/approvals. 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, the Finance Staff is authorized to withdrawal the appropriate amount of funds from the escrow account established for the project to reimburse the Township for the paid Consultant invoice. A second letter shall then be sent notifying the Property Owner that additional funds are required to be submitted to the Township to fund the escrow account to the required level within fifteen (15) calendar days of the date of the second letter. In the event that there were insufficient funds in the escrow account to fully reimburse the Township for the paid Consultant invoice, the Property Owner shall be so notified of the requirement to reimburse the Township within fifteen (15) calendar days of the date of the second notice letter and appropriately fund the escrow account.
7. Should the Property Owner fail to return full payment within the fifteen (15) day deadline and/or fund the escrow account to the required level, the Finance Staff shall issue a final letter advising the Property Owner that the processing of all Township applications and issuance of approvals/permits for the Project are suspended until the Property Owner meets his/her financial obligations to the Township.
8. Township approvals and permits will not be issued until all outstanding invoice(s) are paid in full.



**Exhibit A**  
**Easttown Township Contract for Professional Services**



**EASTTOWN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

566 Beaumont Road  
Devon, PA 19333  
610-687-3000  
610-687-9666 (Fax)

**Consultant Fee Reimbursement Contract**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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, which are incorporated into this Contract by reference.
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 Project. The Property 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 escrow 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.

WITNESS the following signatures and seals:

Attest:

\_\_\_\_\_

Property Owner:

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
  :            SS  
COUNTY OF CHESTER                  :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned, a notary public for the Commonwealth of Pennsylvania, residing in the County of Chester, personally appeared \_\_\_\_\_ and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as such person or officer.

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

\_\_\_\_\_  
Notary Public