

**WEST NANTMEAL TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

APPLICATION FOR A CONDITIONAL USE HEARING

(Submit seven (7) complete packets)

1. Name of Property Owner: _____
2. Address of Property Owner: _____
3. Telephone Number of Property Owner: _____
4. Email address of Property Owner: _____

**COMPLETE QUESTIONS #5 - #8 ONLY IF APPLICANT IS DIFFERENT FROM
PROPERTY OWNER**

5. Name of Applicant: _____
6. Interest of Applicant (for example, tenant or equitable owner under an agreement of sale): _____
7. Address of Applicant: _____
8. Telephone Number of Applicant: _____
9. Email Address of Applicant: _____
10. Address of Subject Property: _____
11. Tax Parcel No.: _____
12. Zoning District of Subject Property: _____
13. Name, Address and Telephone Number of Consultant, Attorney or Representative: _____

14. State the present use of the property which is the subject of this application:

15. State the proposed use of the property which is the subject of this application:

16. State the section or sections of the Zoning Ordinance pursuant to which a conditional use is sought:

17. This application is not complete until the fee established for such applications by Ordinance or Resolution of the West Nantmeal Township Board of Supervisors has been paid by Applicant and all information required by this application has been furnished. The application fee is \$ _____ (all checks should be made payable to "West Nantmeal Township".)

18. This application is not complete until the Applicant has signed and submitted a Reimbursement Agreement.

19. This application must be accompanied by a plan which identifies the property and proposed improvements for which conditional use approval is sought. The application must contain three (3) full sets (24 x 36) and seven (7) half size sets (11 x17).

BY SIGNING THIS APPLICATION, I VERIFY THAT I HAVE REVIEWED AND UNDERSTAND THE STATEMENTS MADE IN THIS APPLICATION AND THAT ALL SUCH STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

(Signature of Applicant*)

(*If the application is being made by a person other than the property owner, attach a written authorization from the owner consenting to the application and designating you as his agent.)

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Administration Use Only

Date Application Accepted: _____ Total costs: _____

Date Advertised (two successive weeks no more than 30 days and no less than 7 days before hearing):

First Date

Second Date

Property Posting (at least one week before hearing): _____

Date of Hearing (within 60 days of application): _____

Date of Decision (within 45 days of last hearing): _____

Decision: _____

Conditions of Approval , if any: _____

Chairman

Secretary

Member

**WEST NANTMEAL TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA
CONSULTANT FEE REIMBURSEMENT CONTRACT**

THIS CONSULTANT FEE REIMBURSEMENT CONTRACT (the “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, which is more particularly identified as Chester County Tax Map Parcel No. _____, located at address _____ in West Nantmeal Township (hereinafter referred to as the “Site”); and

WHEREAS, the Property Owner has presented to West Nantmeal Township (the “Township”) plans for demolition, grading, subdivision, land development, zoning, stormwater management 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 the Project. The Property Owner agrees and acknowledges that no permit, occupancy issuance or recordable plans shall be released to 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 the 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 the 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 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 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 and the remainder of this Contract shall be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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:

PROPERTY OWNER:

COMMONWEALTH OF PENNSYLVANIA :

ss

COUNTY OF CHESTER :

On this, the ____ day of _____, _____, before me, the undersigned officer, personally appeared _____, and he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES:

11/30/2020