



**EAST COVENTRY TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**APPLICATION FOR
HOLDING TANK PERMIT**

APPLICATION #HT-_____

855 Ellis Woods Road
Pottstown, PA 19465
610-495-5443 (Office)
610-495-9925 (Fax)

PART 1 – INSTRUCTIONS

- Review Chapter 18 Sewers and Sewage Disposal, Part 1 Holding Tanks of the Code of the Township of East Coventry, available online at <https://ecode360.com/EA2224> and for purchase or review at the Township Building.
- Submit one (1) paper copy of this Application and details of the holding tank.
- Submit an electronic PDF copy of the above referenced Application and details of the holding tank to info@eastcoventry-pa.gov.
- Submit an Administrative Fee of \$100 plus a separate Escrow of \$1,500. This Application is processed by the Township Engineer and the costs of review and inspections by the Township Engineer are billed to the Applicant in accordance with the current Township Fee Schedule. All fees shall be paid by check or money order and payable to East Coventry Township.
- Submit the completed Contract for Professional Services Agreement with a witnessed Property Owner signature. See attached.
- Submit a completed Form W-9, Request for Taxpayer Identification Number and Certification. See attached.
- Proposed work shall not proceed until the Township issues a Holding Tank Permit in response to the subject Application.

PART 2 – PROPERTY OWNER INFORMATION (person or entity responsible for all costs)

Owner Name (person or entity that owns the Property upon which the Holding Tank will be installed):

Owner Street Address (if P.O. Box, include street address also):

City, State, and Zip Code:

Telephone Number:

Fax Number:

Email Address:

PART 3 – PROPERTY INFORMATION

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

City, State, and Zip Code:

PART 4 – CERTIFICATION

- I am the Property Owner, or
- am an officer or official of the Property Owner.

I verify that the statements of facts made by me in this Application, together with the statements of facts in the documents provided herewith are true and correct and that they are made subject to the penalties of TITLE 18 PA C.S. Section 4904 relating to Unsworn Falsification to Authorities. I further verify that I have not omitted any facts or misstated any matters pertinent to this Application.

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

PART 5 – TOWNSHIP ACTION (to be completed by Township)

Permit Application Fee:	\$	<input type="checkbox"/> Not Paid	<input type="checkbox"/> Paid	<input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____
Escrow Fee	\$	<input type="checkbox"/> Not Paid	<input type="checkbox"/> Paid	<input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____



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CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made this _____ day of _____, _____, by and between _____ (the "Property Owner"), whose mailing address is: _____ and East Coventry Township, 855 Ellis Woods Road, Pottstown, PA 19465 (the "Township").

WHEREAS, the Property Owner is the legal or equitable owner of certain real estate bearing Chester County Tax Map Parcel No. _____, located at address _____ in East Coventry Township (hereinafter referred to as the "Site"); and

WHEREAS, the Property Owner has presented to East Coventry 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.

2. Property Owner authorizes Township to engage consultant review of the Project which may include but is not limited to the following: the Township Engineer, Planner, Traffic Engineer, Solicitor, Zoning Officer, and other professionals deemed necessary and engaged by the Township (the "Consultants"). 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; (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; and (e) the Township's administrative fees for issuing invoices to the Property Owner and administering this Agreement. 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 hereby agrees to deposit with the Township, simultaneously with submission of the Project plans, financial security in the amount set forth in the Township's Fee Schedule, to be held in escrow and applied to the payment of all costs and expenses, charges and fees as set forth in Paragraph 2 hereof (the "Escrow"). It is agreed and understood by the parties hereto that neither the Township nor its Consultants shall commence work on the Project until such time as the Escrow is established.

In the event the Township determines that the funds in the Escrow will or are likely to be exhausted before the work required of the consultants will be completed, the property Owner agrees that an additional amount, as determined by Township in its sole discretion, shall be deposited by Property Owner within five (5) days from the date of written notice to make such deposit and the amount thereof. The Property Owner agrees that the Township may direct the consultants to suspend all further work until such additional sums have been deposited with the Township.

Any unused portion of the Escrow shall be returned to the Property Owner upon either (a) completion of the Project, or (b) termination by the Property Owner of all further obligations under this Agreement in accordance with Paragraph 5 herein.

4. 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.
5. 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.
6. 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.
7. In the event of a dispute concerning the amount of fees, Property Owner shall be required to comply with the terms of this Agreement, including provisions requiring prompt replenishment of the Escrow pending a determination of the dispute. When applicable, disputes hereunder shall be submitted in accordance with Sections 503 and 510(g) of the Pennsylvania Municipalities Planning Code. The parties hereto agree that disputes not specifically governed by Sections 503 and 510(g) of the Pennsylvania Municipalities Planning code shall be subject to resolution utilizing the procedural and substantive provisions of Sections 510 (g)(2) through (6) of the Pennsylvania Municipalities Planning Code. Dispute of fees shall not, under any circumstances, relieve property Owner from prompt reimbursement and/or replenishment of the Escrow pending resolution of the dispute.

8. 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.
9. 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.
10. 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.
11. The Property Owner and the Township acknowledge that this Agreement represents their full understanding of the terms hereof and that they intend to be legally bound hereby. This Agreement may not be amended or modified in any manner except by a written agreement signed by all parties hereto.

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: _____

