



# BOROUGH OF HATFIELD

## GRADING AND STORMWATER PERMIT APPLICATION

Code Enforcement/Building/Zoning  
401 S. Main Street, Hatfield, PA 19440  
O: (215) 855-0781x108 F: (215) 855-2075  
Code@HatfieldBorough.com  
www.HatfieldBorough.com

### I - LOCATION OF PROPERTY:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### II – IDENTIFICATION: – To be completed by all applicants

APPLICANT Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

### OWNER:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### CONTRACTOR:

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

State License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### III - TYPE OF DISTURBANCE OR IMPROVEMENTS:

- ☐ New ☐ Alteration/Renovation ☐ Repair or Replacement  
☐ Grading/Earth Disturbance/Drainage ☐ Addition of impervious surface and/or build/structure

Description of Work:

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### IV – PROPOSED EARTH DISTURBANCE (Please check the following)

- ☐ 0 – 1000 sf ☐ 1001 – 5000 sf ☐ Greater than 5001 sf

### V – PROPOSED IMPERVIOUS SURFACE COVERAGE (please check the following)

- ☐ 0 – 1000 sf ☐ 1001 – 5000 sf ☐ Greater than 5001 sf

**VI – AREA OF PROPOSED & EXISTING IMPERVIOUS SURFACE ON ENTIRE LOT**

Lot Area: \_\_\_\_\_

- Existing (to remain) \_\_\_\_\_ sf \_\_\_\_\_ % of Property
- Proposed \_\_\_\_\_ sf \_\_\_\_\_ % of Property
- Total (after development) \_\_\_\_\_ sf \_\_\_\_\_ % of Property

**VII – PROPOSED STORMWATER CONTROLS** (Please check the following)

☐ Rain Garden      ☐ Infiltration Trench      ☐ Dry Well      ☐ Other \_\_\_\_\_

**VIII – PROPOSED EROSION CONTROLS** (Please check the following)

Erosion Control measures shown on plan      ☐ YES      ☐ NO

Total area of earth disturbance \_\_\_\_\_ sf

(Applicants are reminded that all earth disturbance activities are subject to the requirements of PA Code Title 25, Chapter 102.)

**X - COST**

Cost of Construction Improvements \$ \_\_\_\_\_

**XI – Fee**

PERMIT FEE: \$ \_\_\_\_\_

**XII - SIGNATURE**

Deposit of Check Representing the Fee for this Application does not Constitute Approval of or Granting of Same by Hatfield Borough. I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his agent and we agree to conform to all applicable laws of Hatfield Borough.

**SIGNATURE OF APPLICANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WHEN SUBMITTING PROPOSALS OR APPLICATIONS TO HATFIELD BOROUGH, IT'S ESSENTIAL TO INCLUDE A PROFESSIONAL SERVICES AGREEMENT (PSA).**

**BOROUGH OF HATFIELD USE ONLY**

Application/Plans received on: \_\_\_\_\_

☐ Application Approved      ☐ Application Denied

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Borough Engineer Signature: \_\_\_\_\_

## HATFIELD BOROUGH CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the HATFIELD BOROUGH, 401 S. Main St., Hatfield, PA 19440 ("BOROUGH"); and \_\_\_\_\_ (name of applicant and address) ("Applicant").

### WITNESSETH:

WHEREAS, Applicant is the legal or equitable owner of certain real estate located at \_\_\_\_\_, HATFIELD BOROUGH, Montgomery County, Pennsylvania ("Property").

WHEREAS, Applicant has requested that the BOROUGH review certain plans, drawings, engineering studies and other documents related to the Property so Applicant will be able to pursue a subdivision or land development application with the BOROUGH for the Property. WHEREAS, Applicant desires that the BOROUGH have its Engineer perform certain reviews and/or inspections and have its Solicitor provide such legal services as are required to review the proposed plans the Property (collectively "the Services"). WHEREAS, BOROUGH has authorized the Services upon execution of this Agreement by Applicant, and upon the deposit of the required funds as hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. BOROUGH hereby authorizes the BOROUGH or other Consulting Engineer (hereinafter "Engineer"), to perform site or field inspections and to review certain plans, drawings, engineering studies and other documents, and the BOROUGH Solicitor (hereinafter "Solicitor") to provide such legal services, as are required by the BOROUGH pursuant to its rules, regulations or proper engineering standards in order to ensure that the proposed connection of the Property reflects proper engineering practices and complies with all BOROUGH ordinances, rules and regulations.
2. Applicant agrees to pay (a) fees per the BOROUGH contract for the Engineer to review and comment on the plans, drawings, engineering studies, and other documents; (b) legal fees directly associated with the project per the BOROUGH contract for the Solicitor reviewing plans, preparing documents, attending meetings or providing other legal services relating to the repairs on the Premises; (c) any administrative costs and expenses which the BOROUGH may incur by reason of this contract. All charges and fees shall be paid by the Applicant as required by the BOROUGH and in accordance with paragraph 3 set forth herein.
3. Applicant hereby agrees to deposit the amount of \$2,500.00 with the BOROUGH at the time this Contract is signed as an escrow amount along with all required documentation to establish an escrow account as security for the payment of all costs and expenses, charges, and fees, as set forth above. The BOROUGH will take no action on Applicant's request for inspections or reviews related to the Property until the required funds have been deposited with the BOROUGH.
4. In the event that engineering, legal, or administrative costs and expenses exceed 75% the deposit required in paragraph 3 hereof, Applicant agrees to deposit within ten (10) days after billing such additional sum as is required to pay said expenses and to maintain a balance of not less the original escrow amount on account for future costs. A detailed statement of account shall be provided to the Applicant upon request. In the event any required deposit is not made, it is understood and agreed that no further work will be done for Applicant, and Applicant releases

BOROUGH from any claims for delay and/or other type damages that might be incurred by the Applicant.

5. Services will be provided to the Applicant in accordance with the review procedures established by the BOROUGH from time to time. Plans or studies shall not be reviewed, and inspections will not occur until the escrow deposit has been paid as provided under paragraphs 3 and 4 of this Agreement.

6. Applicant shall pay all directly associated fees and costs which the BOROUGH may incur by reason of or in connection with the review of plans, inspections, repair work, or other work either on Applicant's Property or off-site, as required in connection with the Borough's review of the proposed connection of the Property.

7. Applicant shall pay any and all engineering and legal costs incurred by the BOROUGH for reviews and inspections which may be required for the purpose of ensuring compliance with the rules and regulations of the BOROUGH, the ordinances and codes of the BOROUGH, and any other laws and regulations of the Commonwealth of Pennsylvania, the United States of America or any other regulatory body having jurisdiction over the work to be performed at the Applicant's Property.

8. In addition to the charges under paragraph 7, the Applicant shall pay the BOROUGH an administrative charge in the amount of ten (10%) percent of each invoice for services under this Agreement in order to defray expenses associated with processing invoices drawn against the escrow funds.

9. Applicant further agrees that this contract and the engineering and/or legal work authorized by it shall in no way be construed as allowing any repairs, construction, or other improvements prior to Applicant receiving all required BOROUGH, County, State and Federal approvals and/or permits and execution of Construction and Escrow Agreements with the BOROUGH.

10. Should the Applicant submit a formal application to the BOROUGH for this particular development this escrow will act as the project escrow and will be funded in accordance with the submission fees and any development agreement terms and conditions.

11. Applicant may at any time give written notice to the BOROUGH that it does not desire to proceed with the work, and upon receipt of such notice by the BOROUGH, the Applicant shall only be liable to the BOROUGH for its costs and expenses incurred up to and including the date and time of BOROUGH's receipt of the notice. BOROUGH will process all remaining funds to Applicant within 90 days of the notice to terminate.

12. The BOROUGH shall use its best efforts to give Applicant as much advance notice as possible that Applicant's liability will exceed the deposit posted with the BOROUGH.

13. BOROUGH, in the exercise of its responsibilities, may call upon the services of outside consultants for engineering, planning or legal services, site design, and other consulting services as it may deem necessary to properly review Applicant's proposal, all of which shall be paid from Applicant's deposit.

14. Applicant and BOROUGH acknowledge that this document represents the full understanding between them, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and will be honored by both of them, each of whom agrees to be legally bound by its terms.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their signatures to be affixed and have affixed their hands and seals hereto the day and year first above written.

ATTEST:

HATFIELD BOROUGH

By: \_\_\_\_\_  
Jaime E. Snyder, Borough Manager

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date