

Sewage Management Permit Application

Bedminster Township, Bucks County
3112 Bedminster Road, P.O. Box 92
Bedminster, PA 18910
(215) 795-2190; FAX# (215) 795-2099

In accordance with §104 of the Bedminster Township Sewage Management Ordinance (“SMO”), an individual or community sewage system shall not be installed nor shall any building be occupied until a Sewage Management Permit has been issued by the Township. A proposed on-lot disposal system must utilize the highest priority method of sewage disposal set forth in the Sewage Management Priority Table, Section 106.B of the SMO. Any applicant seeking a building permit or subdivision/land development approval whose proposed project will utilize a sewage system shall submit to the Township an application for a Sewage Management Permit concurrently with the zoning permit, subdivision/land development application, or planning module application, as appropriate.

No sewage system shall be constructed, installed, altered, extended, augmented, modified, replaced, or repaired without the issuance of a Sewage Management Permit.

Please provide the following for issuance of a Sewage Management Permit:

1. Two copies of a completed Sewage Management Permit Application;
2. Two copies of the approved subdivision, land development, or plot plan. The location of the proposed sewage system and any replacement area, if required, shall be shown upon the submitted plans along with all the required setbacks and buffering;
3. Two copies of the Bucks County Department of Health (BCDH) Sewage Disposal System Permit, the Pennsylvania Department of Environmental Protection (DEP) Clean Streams Permit, or any other applicable permits from BCDH or DEP, including a copy of the application for that permit with all approved maps, plans, and narratives attached, and a written narrative report including or prepared in accordance with Section 134.C of the SMO;
4. One copy of the manufacturer’s recommended maintenance schedule and product specifications for any sewage system that employs or contains electronically, mechanically, hydraulically, or pneumatically operated or controlled devices;
5. The Sewage Management Permit fee in the amount of \$ _____;
6. A construction escrow and/or performance bond, when applicable; and
7. When required by the SMO, a fully executed, Township approved, O&M Agreement with the Township.

The Applicant must conform with the requirements listed below.

System Operation. All sewage systems shall be operated by the user in a manner that is in full compliance with the terms of the SMO and all other Township, State, and Federal statutes, ordinances, rules, and regulations. Furthermore, only sewage and normal domestic wastes shall be discharged into a sewage system, and the following shall specifically be prohibited from being discharged into a sewage system: industrial waste; fats and grease; motor oil; hazardous waste; and chemicals including, but not limited to, pesticides, herbicides, acids, paint, paint thinner, solvents, wallpaper pastes and adhesives, photo processing chemicals, downspout and/or roof drain discharges, and sump pump and basement drain discharges. No sewage system shall be used or loaded in a manner which is inconsistent with the Permit that was issued to authorize that system's installation and operation.

Required Pumping. All OLDS employing a septic tank shall be pumped on the following schedule:

Individual Subsurface Systems	Once every three (3) years (minimum) or as recommended by the manufacturer, whichever period is shorter; provided, however, that if garbage disposal (grinder) is connected to the system, the system shall be pumped out once a year.
Individual SRLA systems	Once per year.
Community sewer systems (all types)	Once per year.
Alternate and Experimental systems	Once per year.
Holding tanks	Such intervals necessary to prevent overflow, leakage, backup, other malfunction, or a public health hazard or nuisance, but no less frequently than one time per year.

In addition to the foregoing schedule, the Township may order more frequent pumping when a system is found to be malfunctioning upon inspection by the Township or the BCDH.

All aerobic unit systems shall be inspected annually for proper operation and certified to be in good working order.

Transfer. The transferor of a property subject to a Sewage Management Permit shall supply the transferee with a written statement that the sewage system is in compliance with the SMO.

Expiration. Any Sewage Management Permit for an individual sewage system shall expire if the dwelling or establishment served by the system is unoccupied for a period of two (2) years or more. Any Sewage Management Permit for a community sewage system shall expire if the system is not receiving sewage from more than (1) one dwelling unit, structure, business, and/or establishment for a period of two (2) months or more.

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1. Tax Parcel No. of Lot: _____
Address of Lot: _____
Zoning District Classification of Lot: _____ Lot Size: _____

2. Name of Applicant: _____
Address: _____

Telephone No.: _____ Mobile No.: _____ Fax No.: _____

3. Owner of Lot: _____
Address: _____

Telephone No.: _____ Mobile No.: _____ Fax No.: _____

4. Name of Engineer: _____
Address: _____

Telephone No.: _____ Mobile No.: _____ Fax No.: _____

5. Name of Contractor: _____
Address: _____

Telephone No.: _____ Mobile No.: _____ Fax No.: _____

6. Name of Operator (if applicable): _____
Address: _____

Telephone No.: _____ Mobile No.: _____ Fax No.: _____

7. Name of Pumper/Inspector: _____
Address: _____

Telephone No.: _____ Mobile No.: _____ Fax No.: _____

8. Proposed Use of Property: _____

No. of EDUs needed to be treated: _____

9. Primary sewage management system proposed: _____

If applicable, provide reason why a higher priority method cannot be employed upon the site: _____

10. Replacement sewage management system proposed: _____

If applicable, provide reason why a higher priority method cannot be employed upon the site: _____

11. Estimated Start Date: _____ Estimated Completion Date: _____

All information contained herein is true and correct to the best of my knowledge and belief.

Name (Please Print)

Signature

Date

FOR TOWNSHIP USE ONLY:			
Sewage Management Permit #: _____	Certificate Submitted: _____	Yes	No
Zoning District: _____	Engineering Submitted: _____	Yes	No
Sewage Management Permit Fee: \$ _____	Permit Approval Date: _____		

BEDMINSTER TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 20____, by and between **BEDMINSTER TOWNSHIP**, Bucks County, Pennsylvania, with offices located at P.O. Box 92, Bedminster, PA 18910 (hereinafter referred to as "**Township**") and _____, of _____ (hereinafter referred to as "**Developer**").

WITNESSETH:

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing Bucks County Tax Map No. 1-_____, located at _____, within the _____ Zoning District; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land development, building development or other plans for the use of their land to the Township, or has applied for a building permit to the Township;

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans, and the Township is willing to authorize its professional consultants to review said plans and/or proposals upon execution of this agreement, and upon deposit of an escrow account according to the current Bedminster Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's professional consultants, as defined at Section 106 of the Pennsylvania Municipalities Planning Code to review Developer's plans or proposals to use its property, and to make such

recommendations and specifications as may be necessary with respect to such plans in accordance with all applicable Township ordinances, and State and Federal rules and regulations.

2. The Developer and Township acknowledge that the Township will incur costs and fees relating to the review of Developer's plans by its professional consultants, and Developer agrees to pay and/or reimburse the Township for such costs in accordance with this agreement.

3. The Developer shall pay the professional consultant's charges and fees for the following: (a) review of any and all development plans, proposals, studies, or other correspondence relating to the development; (b) attendance at any and all meetings relating to Developer's plan or proposal; (c) preparation of any studies, reports, engineered plans, surveys, appraisals, legal documents, or other correspondence relating to Developer's plan or proposal; and (d) a monthly administrative charge of Fifty Dollars (\$50.00) for Township-incurred expenses relating to the administration of this agreement. It is understood by the execution of this agreement that the Developer specifically accepts the Fee Schedule currently in effect in the Township.

4. The Developer hereby agrees to deposit with the Township the sum of _____ Dollars (\$ _____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank, as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below fifty percent (50%) of the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to re-establishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

5. Developer and Township agree that upon completion of the Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager. If the plan or proposal constitutes a subdivision or land development for which a Development and/or Financial Security Agreement is required by the Township, Developer shall execute a new Development Agreement which will estimate the professional consultant's costs for the period governing the beginning of construction through the end of dedication. The parties acknowledge and agree that any new Development Agreement shall provide a schedule for periodic release of professional consultant fees for the construction and dedication phase of the project.

6. Developer and Township acknowledge that Sections 604 and 606 of the Bedminster Township Subdivision and Land Development Ordinance require Developer to pay Township's professional consultant fees relating to this plan or project, and in the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make the initial deposit payment described above within five (5) days of the date of this agreement, Developer shall be in default of this agreement and in violation of the above Sections of the Subdivision and Land Development Ordinance.

In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this agreement are strictly met by Developer.

7. Developer and the Township further agree that all fees or costs arising out of this agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Developer's final plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, or recordable linens, shall be released by the Township until all outstanding professional consultant fees and costs are paid to the Township, and provided that the Developer is not in default under this agreement.

8. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the development as set forth on the plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

9. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both, in its sole discretion, for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

10. The Developer and the Township acknowledge that this agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the parties agreement and escrow fund established under this contract.

11. This agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

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

BEDMINSTER TOWNSHIP:

Morgan Cowperthwaite, Jr.

Glenn Wismer

Mark Schmidt

Date: _____

DEVELOPER:

Date: _____

VII. SEWAGE MANAGEMENT FEES

A.	Sewage Management Permit Application Fee (Individual System)	\$300.00
B.	Sewage Management Permit Application Fee (Community System)	\$1,200.00
C.	Waiver Request Application Fee	\$750.00, plus \$300.00 for each additional hearing
D.	Appeal Application Fee	\$750.00, plus \$500.00 for each additional hearing
E.	Professional Escrow Account (Waiver Request/Appeal)	\$1,000.00
F.	Pumper Registration	\$25.00