

BUILDING PERMIT (UCC EXEMPT)
WASHINGTON TOWNSHIP BUILDING PERMIT APPLICATION AND PERMIT
 14 Creek Rd, East Berlin, PA 17316

Building Permit # _____ \$ _____	Zoning Permit # _____	<u>*OFFICE USE ONLY*</u>
Driveway Permit # _____	Demolition Permit # _____ \$ _____	
Total Due _____		

Application is hereby made for a Building Permit in accordance with the requirements of the Building Ordinances and amendments. Please complete the following sections that apply to your project.

A. Application Information Date of Application _____
Expiration Date _____

Property Owner _____ Address _____
 Phone (H) _____ (W) _____
 Applicant _____ Phone _____
 Development Name _____ Phase _____ Lot No. _____
 LIV. SPACE _____ ATT. GAR _____ UNFIN. BASEMENT _____ ACCESS. _____
 Zoning District _____ Parcel # _____ Total Sq.Ft. _____

Construction Location _____ **Of Projects Including All Areas**
 Use Group Class. _____

Contractor _____ Address _____
 Phone # _____ Worker's comp. Certificate No. _____

B. LOT INFORMATION
 Width _____ Length _____ Total Area in Square Feet _____

C. LOT SETBACKS
 Front _____ Rear _____ One Side _____ Other Side _____

D. TYPE OF OCCUPANCY
 Residential _____ Commercial _____ Industrial _____ Multi-unit _____ Other _____

E. TYPE OF CONSTRUCTION
 Single Family Dwelling _____ Duplex _____ Townhouse _____ Multi-family _____ Addition _____
 Garage: Detached _____ Attached _____ Accessory Structure _____ Pool: Ingrd. _____ Abovegrd. _____

Building is to be _____ ft. wide by _____ ft. long by _____ ft. in height

Variance Granted? _____ Yes _____ No Date: _____

Sewage On Lot Septic Permit No. _____ Public Sewer Permit No. _____

Estimated Cost of Construction: _____ Cost by Resolution: _____

E. OTHER
 All plans and specifications attached _____ No. of parking spaces (commercial/business) _____

Signature of Applicant: _____ Date: _____

Issued By: _____ Date: _____

SETBACK REQUIREMENTS AFFIDAVIT

I, _____ do solemnly swear/affirm that all setbacks are stated correctly on Building Permit. I will comply with all setback requirements.

I understand that failure to comply with setback requirements will result in a "Stop-Work" Order and the Building Permit will be revoked until necessary setbacks are met by Washington Township.

I UNDERSTAND THAT I WILL BE FINED IF ANY BUILDINGS ARE COMPLETED AND DO NOT MEET THE REQUIRED SETBACKS.

Subscribed and sworn/affirmed to before me this _____ day of

_____, _____

(Signature of Notary Public)

My Commission Expires

Workers' Compensation Insurance Coverage Information
(attach to building permit application)

A. The applicant is

A contractor within the meaning of the Pennsylvania Workers' Compensation Law
 Yes No

If the answer is "yes," complete Sections B and C below as appropriate.

B. Insurance Information

Name of Applicant _____

Federal or State Employer Identification No. _____

Applicant is a qualified self-insurer for workers' compensation.
 Certificate attached

Name of Workers' Compensation Insurer _____

Workers' Compensation Insurance Policy No. _____
 Certificate attached

Policy Expiration Date _____

C. Exemption

Complete Section C if the applicant is a contractor claiming exemption from providing workers' compensation insurance.

The undersigned swears or affirms that he/she is not required to provide workers' compensation insurance under the provisions of Pennsylvania's Workers' Compensation Law for one of the following reasons, as indicated:

Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the township.

Religious exemption under the Workers' Compensation Law.

WORKERS COMPENSATION AFFIDAVIT

I, _____ do solemnly swear/affirm that I will not employ/hire any other person/persons for the project for which I am seeking a building permit.

After receipt of the building permit if I employ any other person/persons I must notify Washington Township and provide proof of Workers' Compensation coverage within three (3) working days.

I understand that failure to comply will result in a "Stop-Work" Order and that such order may not be lifted until proper coverage is obtained, as provided by Section 302 (e) (4) of the Act of June 2, 1915 (P.L.736), known as The Pennsylvania Workmen's' Compensation Act, reenacted and amended June 21, 1939 and amended December 5, 1974 and amended July 2, 1993(P.L. 190).

Subscribed and sworn/affirmed to before me this _____ day of

_____, _____

(Signature of Notary Public)

My Commission Expires

APPENDIX A

**OPERATION AND MAINTENANCE (O&M) AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT
PRACTICES (SWM BMPs)**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the "Landowner"), and Washington Township, York County, Pennsylvania, (hereinafter "Township");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of York County, Pennsylvania, Deed Book _____ at page _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the SWM BMP Operation and Maintenance (O&M) Plan approved by the Township (hereinafter referred to as the "O&M Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Township, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Township, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Township requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors, and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.

2. The Landowner shall operate and maintain the BMPs as shown on the SWM Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved O&M Plan.

3. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Township shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2., the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
5. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within ten (10) days of receipt of invoice from the Township.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Township from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Township.
8. The Township may inspect the BMPs at a minimum of once every three (3) years to ensure their continued functioning. Optionally, at its sole discretion, the Township may inspect the BMPs at more or less frequent intervals.

This Agreement shall be recorded at the Office of the Recorder of Deeds of York County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL) For the Township:

For the Landowner:

ATTEST:

_____(City, Borough, Township)

County of _____, Pennsylvania

I, _____, a Notary Public in and for the county and state aforesaid, whose commission expires on the _____ day of _____, 20____, do hereby certify that _____

whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20____, has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS _____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)