



COOLBAUGH TOWNSHIP Board of Supervisors

5520 Municipal Drive, Tobyhanna, PA 18466
570-894-8490 Fax 570-894-8413
www.coolbaughtwp.org

COOLBAUGH TOWNSHIP MINOR LAND SUBDIVISION PLAN APPLICATION TO COMBINE ADJACENT LOTS WITHIN A RECORDED SUBDIVISION

Application is hereby made of a minor land subdivision plan under Section 355-20 titled Combination of Adjacent Lots in a Recorded Subdivision and related data as submitted herewith in accordance with the Coolbaugh Township and Subdivision and Development regulations, Ordinance 355, Chapter 29.

Property Owner: _____

Address: _____

Phone #: _____



Name of Surveyor: _____

Address: _____

Phone #: _____ Email : _____

Lots: _____ Block: _____ Section: _____

Subdivision: _____

Tax Map Assessment Numbers of Properties: _____

Deed Book Vol: _____ Page: _____ Date of Deed: _____

Zoning District of Lots: _____

Does Subdivision Abut Twp. Road: Yes: _____ No: _____

Road Name & Number : _____

Total Number of Lots Being Combined Into One: _____

Total Acreage of Subdivision: _____

Total Acreage of Adjoining Lands in Same Ownership: _____

Does Subdivision Contain Any Slopes: Yes: _____ No: _____

Total Acreage of Steep Slopes: _____

Does Subdivision Contain Any Flood Hazard Areas: Yes: _____ No: _____

Total Acreage of Flood Hazard Areas: _____

Do the Lots Contain or Adjoin A Water Course or Wetland: Yes: _____ No: _____

The Number of the New Lot Will Be: _____



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The Applicant hereby waives any claim against the Township, and further agrees to indemnify thereby holding the Township harmless from any claims or potential claim from any other property owner or owners arising out of the approval of this Plan. In addition, the applicant hereby certifies that to the best of his/her knowledge and belief the information and statements given above are true and correct.

“On this _____ day of _____, 20____, before me, the undersigned officer , personally appeared _____ who being duly sworn, according to law deposes and says that _____ the owners of the property described in this application and that the application was made with _____ knowledge and/or direction and does hereby agree with the said application and to the submission of the same. “

Property Owner

Property Owner

My Commission Expires: _____, 20_____

Notary Public or Officer

THIS SECTION FOR TOWNSHIP USE ONLY

Date Submitted: _____ Received By _____ Fee Received _____

Check/Money Order # _____ Credit Card _____ Cash _____

Regular/Special Meeting Date: _____

Approved: _____ Denied: _____ Initials: _____



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§ 355-20 Minor plans for lot line adjustments.

- A. Lot improvement subdivisions. Lot improvement subdivisions shall be processed pursuant to § **355-17** for minor subdivisions and shall include the information required by § **355-28**. Sewage planning modules may not be required unless additional new sewage disposal areas are proposed or sewage flows are increased.
- B. Combination of adjacent lots in a recorded subdivision. Minor subdivision plans to combine adjacent lots in a recorded subdivision shall be processed as follows:
- (1) Plan to be filed with the Township. Copies of the combination plan and all required supporting documentation shall be filed with the Township Administrator by the applicant or his authorized representative at least 15 calendar days prior to the Board of Supervisors meeting at which it will be proposed.
 - (2) Number of copies to be filed. The filing of the combination plan shall include the following number of paper copies and one electronic Portable Document File (PDF), or other electronic format approved by the Township, copies of the following:
 - (a) Two of the completed subdivision plan application.
 - (b) A certified copy of the original subdivision plan which is filed with the Monroe County Recorder of Deeds.
 - (c) A certified copy of the deed to each property involved.
 - (d) Two Mylar and three paper copies of the plan.
 - (e) Proof of notification to the appropriate property owners association and/or community association.
 - (3) Minor plan filing fee.
 - (a) The Township Administrator shall collect a combination plan filing fee as established by resolution of the Board of Supervisors.
 - (b) Approved plans will not be released by the Township until all required fees have been paid in full.
 - (4) Plan information. The plan shall comply with the plan content requirements of § **355-29**.
 - (5) Board of Supervisors review and action. The Board of Supervisors shall review the application and required items and take action in accord with § **355-17B**.
 - (6) Plan recording. After approval of an application by the Board of Supervisors, the applicant shall record the plan in accordance with § **355-17I**.



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§ 355-29 Plan requirements for combination of adjacent lots in a recorded subdivision.

Plans for combination of adjacent lots in a recorded subdivision shall be prepared by a qualified professional (see definition in Article II), as applicable, and required by state law; and shall be submitted pursuant to the following. In addition, copies of the deeds prepared for recording shall be provided and said deeds shall effect the lot combinations on the approved plan; and said deeds shall be recorded along with the approved plan. Joinder deed shall include the following verbiage:

“ALL THAT CERTAIN piece, parcel or tract of land situated in the Township of Coolbaugh, County of Monroe and Commonwealth of Pennsylvania, being Lot No. _____, being the resulting lot upon the merger of Lots ___ and ___ into a single lot, as depicted on the plan of _____, prepared by _____, dated _____, as appearing in the Office for the Recording of Deeds in and for Monroe County in Plot Book No. _____ at Page No. _____.”

“The Above Parcels Shall Hereby Become Merged Into One Parcel For All Purposes, And Shall Not Be Separately Conveyed Without Prior Express Approval Of The Municipality As Provided By Law.”

A. Combination plan information

- (1) Name and address of owners of record.
- (2) Name, address, seal and signature of the registered professional land surveyor responsible for the plan.
- (3) Date of the plan and each revision.
- (4) North arrow.
- (5) Graphic and written scale.
- (6) Deed reference and tax assessment parcel identification number for each lot.
- (7) All original lot, tract or boundary information, acceptable to the Township, sufficient to establish the location, bearing and length of every boundary, street or lot line. If this information is from the original subdivision plan, it shall be so noted and the precision shall conform to that of the original subdivision plan. If the information is established by survey, lengths shall be indicated to the hundredth of a foot and bearings shall be indicated to the nearest second.
- (8) The original lot numbers indicated on the appropriate lots as well as the proposed lot number.
- (9) Building setback lines.
- (10) Any existing buildings located on the lots.
- (11) Reference monuments and/or lot markers, as appropriate.
- (12) Lot lines to be eliminated, shown with a broken line and labeled: "Lot line to be eliminated."
- (13) Name and/or number and right-of-way width of any street or road abutting the property.



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- (14) Names of owners and/or lot numbers of adjacent properties.
- (15) Watercourses, lakes, streams, ponds, wetland, etc.
- (16) Flood hazard areas and steep slope areas.
- (17) The area of each lot.
- (18) Reference to the recorded subdivision plan where the lots were originally subdivided, including the record reference.
- (19) The zoning district.
- (20) A signature block for the Board of Supervisors, with the following format:

"At a public meeting held on _____, 20____, the Board of Supervisors of Coolbaugh Township reviewed and, by a motion duly enacted, approved the joining of lots ____ and ____ as originally shown on the plan titled _____ and recorded in the Monroe County courthouse in _____, Volume ____." **(Provide five signature lines and area for the Township seal.)**

B. Combination plan general notes. The following general notes shall be on all combination plans, if applicable:

- (1) When easements are not delineated specifically, "The approval of this plan by the Board of Supervisors of Coolbaugh Township does not have the effect of altering, redefining or extinguishing any easements of record existing on or over subject property."
- (2) "The lots being joined shall not be subdivided into smaller lots without the approval of Coolbaugh Township."
- (3) "By approval of this plan, the Township has not confirmed the presence, absence and/or extent of wetlands, whether or not delineated on this plan."
- (4) "The property shown on this plan is under and subject to Chapter 400, Zoning, of the Code of the Township of Coolbaugh."
- (5) If the property requires access to a state highway, this plan requires access to a highway under the jurisdiction of the Pennsylvania Department of Transportation and a highway occupancy permit is required pursuant to Section 420 of the Act of June 1, 1945 (PL. 1242, No. 428), known as the "State Highway Law" before any driveway access to a state highway is permitted.



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(6) A notarized certificate of ownership and acknowledgement of plan as follows:

““On this _____ day of _____, 20____, before me, the undersigned officer , personally appeared _____ who being duly sworn, according to law deposes and says that _____ the owners of the property described in this application and that the application was made with _____ knowledge and/or direction and does hereby agree with the said application and to the submission of the same. “

Property Owner

Property Owner

My Commission Expires: _____, 20_____

Notary Public or Officer

(7) A tax certification from the County of Monroe Tax Claim Bureau Office- One Quaker Plaza, Room 104, Stroudsburg, PA 18360, is required to be submitted with Coolbaugh Township’s Minor Subdivision Application. Please call the Tax Claim Bureau at (570)517.3172 with any questions about obtaining the certification.

C. Additional information. The Township shall request any other necessary information based on the specific characteristics of the project.

D. Application forms and certifications. The applicant shall complete and submit such application forms and certifications as prescribed by the Township for submission with the applications.

A fee of \$150.00 is payable with the application. In the event the submission doesn’t meet the criteria under Section 355.20, the plan will be forwarded to the Planning Commission and the Township Engineer for review. At such time, additional fees will be required and placed in an escrow account to cover the cost of such engineering review and administration.

A copy of the plan must be submitted with a fee of \$35.00 to the Monroe County Planning Commission along with the MCPC Checklist (found on our website under forms and documents) for review. Approval will not be considered without the review from the Monroe County Planning Commission being received by the Township.

The application/material shall be submitted to the Board of Supervisors for their consideration at a Regular Meeting.

Once approval has been obtained from the Board of Supervisors, the Mylar is to be filed with the Recorder (Monroe County Courthouse- Administrative Building) within ninety (90) days and a copy of the recorder’s receipt being forwarded to the Township office for their records. Should the plans not be recorded within the time frame, the plans will become null and void.

COOLBAUGH TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 20____,
by and between *COOLBAUGH TOWNSHIP*, Monroe County, Pennsylvania, with offices located
at 5520 Municipal Drive, Tobyhanna, Pennsylvania (hereinafter referred to as "*Township*") and
_____, of
_____ (hereinafter referred to as "*Developer*").

W I T N E S S E T H:

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing
Monroe County PIN _____, located at _____, within the
_____ Zoning District; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land
development, building development, rezoning request or other plans for the use of their land to
the Township, or has applied for other requisite permits or approvals from and/or has made some
other request for action by the Township as described as follows:

_____;

WHEREAS, the Developer has requested and/or requires the Township approval and/or
review of its proposed plans and/or some other action of the Township, and the Township is
willing to authorize its professional consultants and/or employees to review said plans, requests
and/or proposals upon execution of this agreement, and upon deposit of an escrow account
according to the current 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 107 of the Pennsylvania Municipalities Planning Code, to review Developer's above-referenced plans, requests or proposals and to make such recommendations and specifications as may be necessary with respect to such plans, requests or proposals 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, requests and/or proposals by its professional consultants and/or employees, 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, maps, plans, surveys, appraisals, legal documents, ordinances, legal advertisements or other correspondence relating to Developer's plan, request or proposal; and (d) any additional cost and/or expense, including but not limited to public notices, advertisements and/or stenographer fees associated with the Developer's plan, proposal and/or request. 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 one hundred percent (100%) of 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 escrow account balance as set forth herein. 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, request 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.

6. 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.

7. 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 plan, request and/or proposal, 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.

8. 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 request, proposal and/or 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.

9. The Developer and the Township acknowledge that this agreement represents

their full understanding as to the Township's reimbursement for professional or consultant services. Nothing in this Agreement guarantees that the Developer's plan, request or proposal will be approved and/or favorably acted upon by the Township, but only that the Developer shall reimburse the Township for all costs, expenses and professional consultant fees incurred by the Township as set forth herein.

10. 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 hands and seals the day and year first above written.

COOLBAUGH TOWNSHIP: _____

Date: _____

DEVELOPER: _____

Date: _____