

## SUBDIVISION AND LAND DEVELOPMENT APPLICATION SUGGESTED INFORMATION

### RELEVANT COMMITTEES

- Board of Supervisors – Regular Meetings
  - Monthly on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday at 6:00 PM unless otherwise advertised
- Planning Commission – Regular Meetings
  - Monthly on the 2<sup>nd</sup> Monday at 7:00 PM unless otherwise advertised

### PLAN SUBMISSION

Although it is not a prerequisite for approval of a final plan, an applicant may, and is strongly encouraged, to submit a sketch plan as the basis for informal discussion. A sketch plan should bear the label “Sketch Plan” and is not an official document and involves no obligation on the part of the Township. It is strongly suggested that the applicant use the sketch plan step for review by the Township Engineer, Planning Commission and Parks & Recreation Board, which will be a definite advantage to the applicant and the Township. Please refer to the [Subdivision and Land Development Ordinance: Section 22-402 Procedures for Plans](#) for further information.

#### 1. Sketch Plan

Submit **five (5) paper copies and one (1) electronic copy (thumb drive preferred)** to the Township a minimum of **thirty (30) days** in advance of a regular Solebury Township Planning Commission meeting. Plans will be placed on the agenda of the Planning Commission meeting that occurs at least thirty (30) days after the submission date. A sketch plan will be reviewed by the Township expeditiously but will not be subject to a time limit. Although no filing fee is required, a signed Professional Services Agreement (PSA) and escrow deposit are required.

#### 2. Preliminary Plan

Submit **five (5) paper copies and one (1) electronic copy (thumb drive preferred)** to the Township a minimum of **thirty (30) days** in advance of a regular Solebury Township Planning Commission meeting. Plans will be placed on the agenda of the Planning Commission meeting that occurs at least thirty (30) days after the submission date.

##### a. Include with the Preliminary Plan:

- i. **Filing Fee and signed Professional Services Agreement (PSA) with Escrow Deposit** – See attached Schedule of Filing Fees
- ii. **Solebury Township Subdivision and Land Development Review Application** – Along with attachments
- iii. **Bucks County Planning Commission Review Application**
- iv. **Bucks County Conservation District Review Application**



- v. **Three (3) copies of Planning Module for Subdivision / Land Development for the Pennsylvania Department of Environmental Protection (DEP)** – All information will be forwarded through Solebury Township
  - b. Approval by the Bucks County Department of Health and recommendation of the Township Engineer, Bucks County Planning Commission and Bucks County Conservation District must be received and reviewed by the Solebury Township Planning Commission prior to its recommendation to the Board of Supervisor.
  - c. Proposed agenda for the regular meeting of the Solebury Township Planning Commission will be completed approximately ten (10) days prior to the regular meeting and plans will be reviewed in the following order:
    - i. Final Plan Review in order by Township Plan Number
    - ii. Preliminary Plan Review in order by the Township Plan Number
    - iii. Sketch Plan Review

All Planning Commission reviews and recommendations will be eligible to be placed on the Board of Supervisors' Agenda for the first scheduled meeting of the following month.

  - d. After receiving the recommendation of the Solebury Township Planning Commission, and request by the applicant to be placed on the agenda, the Solebury Township Board of Supervisors will review the Preliminary Plans and communicate their decision to the applicant.

3. Revised Preliminary Plan

File **five (5) paper copies and one (1) electronic copy (thumb drive preferred)** of the revised Preliminary Plan with Solebury Township. See "2. Preliminary Plan" for filing time requirements.

Submit **three (3) copies and one (1) electronic copy (thumb drive preferred)** of supplemental or accompanying information such as Environmental Impact Assessment Report, required studies, etc.

4. Final Plan – Major Subdivision

  - a. After Solebury Township Board of Supervisors' approval of the Preliminary Plan, file **five (5) paper copies and one (1) electronic copy (thumb drive preferred)** of the Final Plan with the Township. The Final Plan shall be filed **thirty (30) days** prior to the Solebury Township Planning Commission meeting. Review application and applicable fees must be submitted with plans. **See attached Schedule of Filing Fees for additional applications and fees required.**



All Planning Commission reviews and recommendations will be eligible to be placed on the Board of Supervisors' Agenda for the meeting held on the first scheduled meeting of the following month.

- b. After the Solebury Township Planning Commission and the Solebury Township Board of Supervisors have approved the Final Plan, submit **two (2) record plan copies** of the Final Minor Subdivision Plan to the Solebury Township Board of Supervisors for their approval and signatures. **All copies must be submitted to the Township office a minimum of one (1) week prior to the meeting, and must contain all other required signatures except that of the Township Engineer and the Board of Supervisors. Two (2) full sets of paper prints and one (1) electronic copy (thumb drive preferred) shall be submitted with the record plan.**

#### 5. Final Plan – Minor Subdivision

File **five (5) paper copies and one (1) electronic copy (thumb drive preferred)** of the Final Minor Subdivision Plan with the Township. The Final Minor Subdivision Plan shall be filed **thirty (30) days** prior to the Solebury Township Planning Commission meeting.

- a. Include with the Final Minor Subdivision Plan
  - i. **File Fee** – See attached Schedule of Filing Fees
  - ii. **Solebury Township Subdivision and Land Development Review Application** – Along with attachments
  - iii. **Bucks County Planning Commission Review Application**
  - iv. **Bucks County Conservation District Review Application**

All Planning Commission reviews and recommendations will be eligible to be placed on the Board of Supervisors' Agenda for the meeting held on the first scheduled meeting of the following month.

- b. After the Solebury Township Planning Commission and the Solebury Township Board of Supervisors have approved the Final Plan, submit **two (2) record plan copies** of the Final Minor Subdivision Plan to the Solebury Township Board of Supervisors for their approval and signatures. **All copies must be submitted to the Township office a minimum of one (1) week prior to the meeting, and must contain all other required signatures except that of the Township Engineer and the Board of Supervisors. Two (2) full sets of paper prints and one (1) electronic copy (thumb drive preferred) shall be submitted with the record plan.**

THIS INFORMATION FOR APPLICANTS HAS BEEN PROVIDED FOR YOUR CONVENIENCE AS A COURTESY ONLY AND HAS NO OFFICIAL STATUS. IN ALL EVENTS WHERE THE INSTRUCTIONS DIFFER FROM ANY TOWNSHIP ORDINANCE OR APPLICABLE STATUTE, THE ORDINANCE AND/OR STATUTE SHALL GOVERN.



## SUBDIVISION AND LAND DEVELOPMENT APPLICATION

This application must be completed by the applicant or their agent and submitted along with the required number of plans and supplemental information and the required filing fee (see Fee Schedule) for subdivision and land development reviews required by the Pennsylvania Municipalities Planning Code (Act 247).

OFFICE USE ONLY	
PERMIT # _____	TAX MAP PARCEL # _____
PROJECT NAME _____	

### I. APPLICANT

Name \_\_\_\_\_ Date of Application \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_  
Property Location \_\_\_\_\_  
Applicant Mailing Address (If Different) \_\_\_\_\_  
Tax Map Parcel # \_\_\_\_\_  
Total Acreage \_\_\_\_\_ Zoning \_\_\_\_\_

### II. OWNER (Only required when owner is not the applicant)

Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_

### III. PROJECT DETAILS

Residential – Number of lots or units: \_\_\_\_\_  
Non-Residential – Number of lots or leaseholds: \_\_\_\_\_  
Public Water Supply \_\_\_\_\_  
On-Lot Water Supply \_\_\_\_\_  
Public Sewerage \_\_\_\_\_  
On-Lot Sewerage \_\_\_\_\_

**Please complete the following fields under appropriate level of submission:**

Preliminary Plan:

Required number of plans and supplemental information \_\_\_\_\_  
Filing Fee (See Fee Schedule) \$ \_\_\_\_\_

Final Plan:

Required number of plans and supplemental information \_\_\_\_\_  
Filing Fee (See Fee Schedule) \$ \_\_\_\_\_

### IV. VERIFICATION

I hereby agree to pay all expenses incurred in reviewing this subdivision and/or land development plan.

SIGNATURE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_



### PROPERTY ACCESS AUTHORIZATION

Property Location \_\_\_\_\_  
Applicant's Name \_\_\_\_\_  
Tax Map Parcel No. \_\_\_\_\_

In accordance with Solebury Township Subdivision and Land Development Ordinance, Section 4.00 E, permission is hereby granted to enter upon the above property at any reasonable hour as part of the review process of the submitted application.

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### CERTIFICATE OF OWNERSHIP AND AUTHORIZATION OF AGENTS

Owner Name \_\_\_\_\_ Tax Map Parcel # \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_  
Property Location \_\_\_\_\_

The individual(s) listed below is/are authorized to act on my behalf regarding the following submissions to Solebury Township:

SKETCH PLAN

PRELIMINARY PLAN

FINAL PLAN

Agent 1 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

Agent 2 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENTS:** Applicable Fee Schedule Pages, BCPC App, BCCD App, PSA R/C

**SOLEBURY TOWNSHIP – EXHIBIT ‘C’**  
**2023 FEE SCHEDULE**

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3. Standard one-sided 11" x 17" paper, per page	\$1	\$2
4. Plan Copies, one-sided 24" wide	\$3.65	\$4.00
5. Plan Copies, one-sided 36" wide	\$4.50	\$5.00

**E. CREDIT CARD FEES**

**Minimum credit card transaction is \$10.** Charge is per transaction / credit card swipe.

1. \$10 to \$500	\$3.25
2. \$501 - \$1,000	\$5.50
3. \$1,001 to \$2,500	\$12.50
4. \$2,501 plus	2% of amount charged

**F. CURATIVE AMENDMENT / SUBSTANTIVE VALIDITY CHALLENGE**

The filing fee shall be used to pay Solebury Township's expenses in regard to said application. The applicant shall agree in writing to pay said costs if said costs exceed the filing fee. **This filing fee is non-refundable.** \$10,000

*A Curative Amendment* challenge by the landowner is submitted to the Governing Body of the Township (i.e. Board of Supervisors); a *Substantive Validity Challenge* by the landowner is submitted to either the Zoning Hearing Board or Governing Body of the Township (i.e. Board of Supervisors).

**G. EMERGENCY SERVICES REVIEW**

*ALL REVIEWS SHALL BE COORDINATED BY THE SOLEBURY TOWNSHIP CHIEF OF POLICE*

1. Residential Subdivisions	
One to ten lots or dwelling unit (d.u.)	\$600
Eleven or more lots or d.u.	\$1,000
2. Commercial Subdivision	\$1,000
3. Industrial Subdivision (Light Industrial District):	\$1,000
4. Quarry/Agricultural District Subdivision:	\$1,000
5. Residential Land Developments:	
One to ten lots or d.u.	\$600
Eleven to Forty-nine lots or d.u.	\$1,000
Fifty or more lots or d.u.	\$1,500
6. Commercial Land Developments	\$1,500
7. Industrial Land Development (Light Industrial District)	\$1,500



## UNIFORM NOTIFICATION

NOTE: Effective 7/24/23, No sooner than 30 days prior to the hearing date, nor later than 21 days prior to the hearing date, the applicant shall notify the abutting owners and owners of all properties within 1,500 feet of the lot line of the lot, building or structure at issue, at the addresses certified by the applicant. Such notice shall be made by regular mail. No later than 10 days prior to the hearing date, the applicant shall Provide the Township with proof of mailing. No sooner than 30 days prior to the hearing date, nor later than 21 days prior to the hearing date, the applicant shall also post a copy of the notice at a minimum of two conspicuous locations on the subject property. The size of the postings shall be greater than 200 square inches. The applicant shall submit photographs of the posting to the Township no later than 10 days prior to the hearing date. See attached ordinance for more information.

## U. SUBDIVISIONS AND LAND DEVELOPMENT AND CONDITIONAL USE

All applications must be filed with the Township. Any application which is incomplete will not be accepted for review by the Township. When an application is rejected, the applicant shall be informed of the specific deficiencies of the application and instructed in fulfilling the application requirements. Upon acceptance of an application, the application will be stamped with the acceptance date.

For Subdivision and Land Development projects, the applicable *Plan Filing Fee* (preliminary and/or final), *Escrow Deposit and Emergency Services Review Fee* are payable at the time of Plan Submission. A fully executed Township **Professional Services Agreement (PSA)** shall be submitted simultaneously with the Preliminary Plan submission. *(Separate checks shall be submitted to cover the amounts of the filing fee, emergency services review and escrow deposit).*

- The Preliminary and Final Plan filing fees will cover the Township review process for a particular application with the exception of the Emergency Services Review which is covered by a separate fee.
- The escrow deposit covers the cost of postage, advertising, stenographic services, legal and engineering services, traffic design, site design, landscape architecture and other services which the Board of Supervisors deems necessary for the examination of subdivision, land development or other applications.

Under the *Professional Services Agreement*, the applicant shall be obligated to reimburse the Township for all fees, costs and expenses noted above, that are incurred by the Township in conjunction with the application. Refer to the *Professional Services Agreement* for details related to escrow statement invoicing and replenishment of the escrow balance.

A ten percent (10%) administrative fee shall be added to all applicable charges invoiced to the escrow account. This fee shall be added to the total of each Township invoice and deducted from the escrow account. Refer to the *Professional Services Agreement* for detailed information.

Upon the recording of a subdivision plan with the Recorder of Deeds, or upon final action by the Board of Supervisors or upon withdrawal of the application by the applicant, and after payment of all advertising, engineering, legal and other expenses incurred by the Township, the balance of the escrow deposit shall be refunded upon written request to the applicant. Funds held in the escrow account shall not be returned until all Township invoices have been paid by the applicant.

No final plans will be signed and/or released by the Board of Supervisors until all fees and costs for the review of the subdivision or land development have been paid in full.



**SCHEDULE OF FEES FOR SUBDIVISIONS & LAND DEVELOPMENT**  
***PAYMENT FOR FILING FEE AND ESCROW DEPOSIT TO BE MADE BY SEPARATE CHECKS***

**PAYMENT FOR FILING FEE AND ESCROW DEPOSIT TO BE MADE BY SEPARATE CHECKS**

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**SOLEBURY TOWNSHIP – EXHIBIT ‘C’**  
**2023 FEE SCHEDULE**

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|-----|---|-------------------------------------|
| 7.  | Commercial Subdivision <u>Preliminary Plan</u>                    |                                     |
|     | • Filing Fee  | \$2,500 plus<br>\$100 per unit      |
|     | • Escrow Deposit with completed PSA                               | \$5,000                             |
| 8.  | Commercial Subdivision <u>Final Plan</u>                          |                                     |
|     | • Filing Fee  | \$1,000 plus<br>\$80 per unit       |
|     | • Escrow Deposit with completed PSA                               | \$5,000                             |
| 9.  | Industrial Subdivision (Light Industrial) <u>Preliminary Plan</u> |                                     |
|     | • Filing Fee  | \$2,500 plus<br>\$100 per lot       |
|     | • Escrow Deposit with completed PSA                               | \$5,000                             |
| 10. | Industrial Subdivision (Light Industrial) <u>Final Plan</u>       |                                     |
|     | • Filing Fee  | 1,000 plus<br>\$50 per lot          |
|     | • Escrow Deposit with completed PSA                               | \$5,000                             |
| 11. | Minor Subdivisions  |                                     |
|     | • Filing Fee  | \$1,000                             |
|     | • Escrow Deposit with completed PSA                               | \$2,500                             |
| 12. | Quarry/Agricultural District Subdivision <u>Preliminary Plan</u>  |                                     |
|     | • Filing Fee  | \$5,000                             |
|     | • Escrow Deposit with completed PSA                               | \$2,500                             |
| 13. | Quarry/Agricultural District Subdivision <u>Final Plan</u>        |                                     |
|     | • Filing Fee  | \$3,000                             |
|     | • Escrow Deposit with completed PSA                               | \$2,500                             |
| 14. | Land Development / Residential <u>Preliminary Plan</u>            |                                     |
|     | One (1) to Ten (10) Lots or Dwelling Units                        |                                     |
|     | • Filing Fee  | \$500 plus<br>\$150 per lot or d.u. |
|     | • Escrow Deposit with completed PSA                               | \$2,500                             |
|     | Eleven (11) to Twenty (20) Lots or Dwelling Units                 |                                     |
|     | • Filing Fee  | \$700 plus<br>\$200 per lot or d.u. |
|     | • Escrow Deposit with completed PSA                               | \$2,500                             |
|     | Twenty-one (21) or more Lots or Dwelling Units                    |                                     |
|     | • Filing Fee  | \$700 plus<br>\$200 per lot or d.u. |
|     | • Escrow Deposit with completed PSA                               | \$2,500                             |

**SOLEBURY TOWNSHIP – EXHIBIT ‘C’  
2023 FEE SCHEDULE**

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15. Land Development / Residential **Final Plan**  
One (1) to Ten (10) Lots or Dwelling Units
- Filing Fee \$300 plus \$100 per lot or d.u.
  - Escrow Deposit with completed PSA \$2,500
- Eleven (11) to Twenty (20) Lots or Dwelling Units
- Filing Fee \$500 plus \$150 per lot or d.u.
  - Escrow Deposit with completed PSA \$2,500
- Twenty-one (21) or more Lots or Dwelling Units
- Filing Fee \$500 plus \$150 per lot or d.u.
  - Escrow Deposit with completed PSA \$2,500
16. Land Development / Commercial **Preliminary Plan**
- Filing Fee \$2,500 plus \$70 for each 1,000 sq. ft of gross floor area
  - Escrow Deposit with completed PSA \$5,000
17. Land Development / Commercial **Final Plan**
- Filing Fee \$1,000 plus \$60 for each 1,000 sq. ft of gross floor area
  - Escrow Deposit with completed PSA \$5,000
18. Industrial Land Development **Preliminary Plan** (Light Industrial)
- Filing Fee \$2,500 plus \$20 for each 1,000 sq. ft of gross floor area
  - Escrow Deposit with completed PSA \$5,000
19. Industrial Land Development **Final Plan** (Light Industrial)
- Filing Fee \$1,000 plus \$40 for each 1,000 sq. ft of gross floor area
  - Escrow Deposit with completed PSA \$5,000
20. Quarry/Agricultural District Land Development **Preliminary Plan**
- Filing Fee \$10,000
  - Escrow Deposit with completed PSA \$5,000
21. Quarry/Agricultural District Land Development **Final Plan**
- Filing Fee \$5,000
  - Escrow Deposit with completed PSA \$5,000



**SOLEBURY TOWNSHIP**  
**PROFESSIONAL SERVICES AGREEMENT - RESIDENTIAL**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SOLEBURY TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 3092 Sugan Road, P.O. Box 139, Solebury, PA 18963 (hereinafter referred to as "**Township**") and \_\_\_\_\_ (hereinafter referred to as "**Developer**").

**WHEREAS**, Developer is the legal or equitable owner of certain real estate bearing Bucks County TMP No. \_\_\_\_\_, and located at \_\_\_\_\_ within the \_\_\_\_\_ Zoning District (hereinafter referred to as the "**Site**"); and

**WHEREAS**, Developer has presented to Township plans and/or proposals for the subdivision, land development, and/or building development of the Site; other plans and/or proposals for the use of the Site; or has applied to the Township for a building permit concerning the Site (hereinafter referred to as the "**Project**"); and

**WHEREAS**, Developer has requested and/or requires Township approval for the Project and/or review of Developer's plans and proposals concerning the Project, and the Township is willing to authorize its professional consultants to review said plans and proposals concerning the Project upon both the execution of this Agreement and, in accordance therewith, the deposit by Developer of required funds into an Escrow Account.

**NOW, THEREFORE**, the parties hereto, incorporating the Whereas clauses above by reference thereto, agree as follows:

1. Developer and Township hereby authorize and direct Township's professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code, as amended, to review Developer's plans and proposals concerning the Project, and to make such recommendations and specifications as may be necessary with respect to the Project in accordance with all applicable Federal, State, County, and Township statutes, ordinances, codes, rules, and regulations.
2. Developer and Township acknowledge that Township will incur costs and fees relating to the review of the Project by Township's professional consultants, and Developer agrees to pay and/or reimburse Township for such costs in accordance with this Agreement.
3. Developer shall pay to Township when due invoices submitted to Developer by Township for (a) professional consultants' charges and fees for the following (collectively, the "**Professional Service Fees**"): (i) review of any and all plans, proposals, studies, or other correspondence relating to the Project; (ii) attendance at any and all meetings relating to the Project; (iii) 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; and (iv) monitoring, testing, and inspecting the work conducted by Developer and/or its agents, contractors, representatives, or employees in conjunction with the Project; and (b) an administrative fee equal to 10% of (i) the Professional Service Fees and (ii) all other



Township-incurred expenses relating to the administration of this Agreement (collectively, the “**Expenses**”). In the event that Developer disputes any of the Expenses, Developer shall proceed in accordance with Section 510(g) of the Pennsylvania Municipalities Planning Code (53 P.S. §10510(g)). It is understood by the execution of this Agreement that Developer specifically accepts the Fee Schedule currently in effect in the Township.

4. Developer hereby agrees to deposit with Township, upon execution of this Agreement, the sum of Two Thousand Five Hundred Dollars (\$2,500.00) (the “**Initial Deposit**”), to be payable either in cash in U.S. Dollars or in readily available funds pursuant to a check drawn on a Pennsylvania bank, as security for the payment of all Township Expenses as set forth in Paragraph 3 above, which sum shall be held in a non-interest-bearing account by the Township (“**Escrow Account**”). In the event that the balance of the Escrow Account shall fall below an amount equal to Five Hundred Dollars (\$500.00). Developer shall immediately, upon receipt of written notice from Township or its agent(s), deposit sums with the Township necessary to replenish the Escrow Account to an amount equal to the Initial Deposit. In the event that the Expenses currently due to the Township at any time exceed the current balance of the Escrow Account, Developer agrees to both (i) immediately pay all such Expenses currently due and (ii) replenish the Escrow Account in accordance with the terms of this paragraph. Township will use its best efforts to advise Developer of the impending likelihood that Expenses will exceed the required Escrow Account balances as described above.

If any invoice to Developer from Township for Expenses as set forth in Paragraph 3 above is not paid by Developer within thirty (30) days after presentation, Township is authorized to withdraw monies from the Escrow Fund to cover the costs set forth in such invoice together with a Twenty Dollar (\$20.00) service charge. Furthermore, all sums not paid by Developer within thirty (30) days after presentation of the original invoice shall bear a compound interest charge of fifteen percent (15%) per annum until such sums have been paid, either directly by Developer or through the withdrawal of monies from the Escrow Account. Township has the right, but not the obligation, to use the Escrow Fund to pay any such unpaid invoices, service charges and interest charges.

5. Developer and Township agree that at such time as (a) all of the work on the Project is completed by Developer, including the maintenance period, if any, (b) Developer has complied with all agreements between Developer and the Township related to the Project, and (c) all Expenses have been paid, then the unused portions of the Escrow Account shall be returned to Developer upon written request by Developer to the Township Manager.
6. Developer and Township acknowledge that Sections 4.03.C, 4.05.C, and 6.03 of the Township Subdivision and Land Development Ordinance, along with the Township fee schedule, require Developer to pay Township’s professional consultant fees relating to this Project. Developer shall be in default of this Agreement and in violation of the above Sections of the Subdivision and Land Development Ordinance if, among other things, Developer fails to make the Initial Deposit within five (5) days of the date of this Agreement or (b) Developer fails, within fifteen (15) days of the date of written notice, to replenish the Escrow Account as required in accordance with paragraph 4 above.
7. Developer and Township further agree that all Expenses arising out of this Agreement must be paid by Developer prior to the issuance of any permit, occupancy or otherwise, for the use,



improvement, or construction of the buildings or other improvements as proposed on Developer's final plan. Developer agrees and acknowledges that no permit, occupancy or otherwise, or recordable plans, shall be released by Township unless (a) all outstanding Expenses have been paid to Township, and (b) Developer is not in default under this Agreement or any other agreement between the Township and the Developer related to the Project.

8. By execution of this Agreement, Developer acknowledges and agrees that Township employees and professional staff, including Planning Commission members and members of the Board of Supervisors, may enter upon and inspect the Site in order to determine compliance with Township ordinances and to facilitate appropriate planning for the Project.
9. Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice ("**Termination Notice**") to the Township that Developer does not desire to proceed with the development as set forth on the plan. In such event, Developer shall only be liable for Expenses incurred by the Township up to and including a date that is 15 days from receipt by the Township of the Termination Notice.
10. If Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Developer of such violation and demand corrective action sufficient to cure the violation. If Developer fails to cure the violation within fifteen (15) days after receipt of notice thereof from Township, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement. Developer and Township further agree that Township shall have the right and privilege to sue Developer and/or to lien the Site for any unpaid Expenses incurred by Township as well as all attorney fees and costs of suit incurred by Township in enforcing the terms of this Agreement. Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

In addition to the above-listed remedies, Township may, upon discovery of a breach or violation of this Agreement, cease to issue any permits for the Project or any portion thereof; revoke any issued permits related in any way to the breach or violation; stop any reviews of the Project; and refuse to issue any necessary approvals. Moreover, if Developer is in violation of this Agreement, Developer specifically waives any right Developer may have to claim a deemed approval concerning the Project due to Township refusal to timely issue any permit or approval. Township is not required to provide prior notice to Developer before exercising its rights under this provision.

All reasonable costs incurred by Township in enforcing the terms of this Agreement against Developer, including, without limitation, costs and expenses of suit and reasonable attorneys' fees shall be borne by Developer, if Township prevails.

Forbearance by Township to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by Developer shall not be deemed or construed to be a waiver by Township of such terms, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Township's rights under this Agreement. No delay or omission by Township in the exercise of any right or remedy upon any breach by Developer shall impair such right or



remedy or be construed as a waiver. Developer hereby waives any defense of laches, estoppel, or prescription.

11. No one other than the parties to this Agreement shall be construed to be a beneficiary under this Agreement. The parties to this Agreement acknowledge, and Developer agrees and covenants, that in case of either voluntary or involuntary bankruptcy of Developer, the Escrow Account is not considered to be a part of the estate of Developer, but shall be deemed Cash Collateral for the sole and exclusive benefit of the Township, as that term is applied in Bankruptcy proceedings, a separate escrow in the name of Township, subject, nevertheless, to the terms and conditions contained within this Agreement. This instrument shall also be deemed a security agreement creating a first-lien security interest in favor of the Township in the Escrow Account.
12. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Developer. Developer shall provide Township with at least thirty (30) days' advance written notice of any proposed assignment of Developer's rights and responsibilities under this Agreement.
13. Developer and Township acknowledge that this Agreement represents their full understanding as to Township's reimbursement for the Expenses. This Agreement sets forth the entire understanding between the parties and any representations, oral or written, not contained herein are without effect. If the Project constitutes a subdivision or land development under Township ordinances, the parties hereto acknowledge that they intend to execute Development and/or Financial Security Agreements in the future. This Agreement shall remain in full force and effect unless specifically terminated or replaced in a writing executed by the parties hereto.
14. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of Solebury Township and shall be construed and enforced as if drafted equally by all parties hereto. Developer and Township hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.
15. If any provision of this Agreement 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 Agreement shall be in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



***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.

**DEVELOPER:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

**TOWNSHIP:**

Approved by Solebury Township on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature \_\_\_\_\_

Name (Printed): Christopher Garges

Title: Township Manager



**BUCKS COUNTY CONSERVATION DISTRICT**

1456 FERRY ROAD, SUITE 704  
DOYLESTOWN, PA 18901-5550  
P (215)345-7577 F (215)345-7584

*In Pursuit of Environmental Excellence***APPLICATION FOR CHAPTER 102 and/or NPDES REVIEW INFORMATION FORM**

This form must be completed and submitted along with the required plans and fees for first time E&S reviews and resubmissions. Please see page 2 for instructions regarding the number of copies required for various submissions.

Application Type:

Plan Date OR Most Recent Revision Date: \_\_\_\_\_ NEW PLAN ☐ RESUBMISSION ☐ CORRECTIVE ACTION PLAN ☐  
☐ ADMINISTRATIVE INCOMPLETE (\$250.00 FEE) ☐ NPDES MINOR AMENDMENT (\$250.00 FEE)  
☐ NPDES MAJOR AMENDMENT (\$500.00 or \$1,500.00 FEE)

Project Municipality \_\_\_\_\_ Project Name \_\_\_\_\_

Tax Parcel Number \_\_\_\_\_ Project Address \_\_\_\_\_

\*TOTAL ACREAGE \_\_\_\_\_ ACRES TO BE DISTURBED \_\_\_\_\_ #Lots \_\_\_\_\_ #Units \_\_\_\_\_

Watershed \_\_\_\_\_ Receiving Stream \_\_\_\_\_ Stream Classification \_\_\_\_\_

APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

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

PLAN PREPARER

Designer Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

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

Submitted By: ☐ Engineering Firm/Plan Designer ☐ Contractor ☐ Landowner ☐ MunicipalityE&S Fee Exemptions and Exceptions: ☐ County Agencies ☐ Volunteer Fire Stations/ Ambulance Services ☐ Co-op Farmer, # \_\_\_\_\_☐ Municipalities/ Public Schools (1/2 fee) ☐ Other: \_\_\_\_\_**\*\* FEE SCHEDULE FOR E&S REVIEWS (BASED ON DISTURBED ACRES ONLY) \*\***INCLUDED WITH SUBMISSION ARE: ☐ PLANS/NARRATIVES ☐ FEE(S) ☐ NPDES/E&S PERMIT APPLICATION☐ SINGLE FAMILY HOME (1 RESIDENCE) WITH UNDER 1 ACRE OF DISTURBANCE = \$200.00ALL OTHER EARTH DISTURBANCE:☐ .02296 to 0.99 acres = \$650.00☐ 1.0 to 1.99 acres = \$1,350.00☐ 2.0 to 4.99 acres = \$2,000.00☐ 5.0 to 9.99 acres = \$3,000.00☐ 10.0 to 19.99 acres = \$5,000.00☐ 20+ acres = \$6,000.00 +

Additional \$100.00 per acre for each acre over 20

(Fractions of an acre are rounded up to the next whole acre.)

☐ TIMBER HARVEST

0.0-24.99 ACRES = \$200.00; ≥25.0 ACRES = E&amp;S PERMIT

☐ E&S PERMIT

≥25.0 ACRES = \$650 (PLUS FEES ASSOCIATED WITH NPDES INDIVIDUAL PERMIT, SEE PAGE 2, "NPDES INFORMATION")

☐ SMALL POND WORK E&S FEE = \$200.00 (MAY REQUIRE NPDES PERMIT, SEE PAGE 2, "NPDES INFORMATION")**\*\*FOR PROJECTS WITH EARTH DISTURBANCE OF ONE (1) ACRE OR MORE IT IS REQUIRED THAT AN NPDES APPLICATION (NOI) BE SENT WITH THE E&S SUBMISSION.****\*\*PLEASE READ PAGE 2 OF THIS APPLICATION UNDER "EXEMPTIONS AND EXCEPTIONS"**PLEASE SUBMIT FOLDED PLANS TO THE DISTRICT. ROLLED PLANS WILL NOT BE ACCEPTED.

BCCD USE ONLY BEYOND THIS POINT

ENTRY # \_\_\_\_\_

E&amp;S FEE REC'D \$ \_\_\_\_\_ CHECK# \_\_\_\_\_

EXPEDITED FEE \$ \_\_\_\_\_ CHECK# \_\_\_\_\_

NPDES FEE \$ \_\_\_\_\_ CHECK# \_\_\_\_\_

DATE SENT BACK \_\_\_\_\_

DEP CWF FEE \$ \_\_\_\_\_ CHECK# \_\_\_\_\_

CAP/ADMIN/MA FEE \$ \_\_\_\_\_ CHECK# \_\_\_\_\_

NPDES # ASSIGNED \_\_\_\_\_

**STANDARD INFORMATION:**

Incomplete E&S applications will not be accepted.

BCCD DOES NOT ACCEPT CASH OR CREDIT CARDS.

E&S reviews are processed in the order they are received. The District is required to complete its review within 30 days.

The BCCD Office DOES NOT process Chapter 105 General Permits 1 – 9 & 15. They must be submitted to the Southeast Regional DEP Office, 2 East Main Street, Norristown, PA 19401. 484-250-5900. Please refer to the DEP website ([www.dep.state.pa.us](http://www.dep.state.pa.us)) for any further information.

If a meeting with the BCCD is needed, PLEASE CALL AHEAD TO SCHEDULE AN APPOINTMENT.

E&S Review letters are sent to the Landowner, appropriate Municipal government, Bucks County Planning Commission, and Engineer / Plan Designer. **PLEASE NOTE:** If copies of review letters are needed by any other entities please attach names and addresses.

**Failure to begin earth moving within 2 years from date of BCCD's Adequate E&S Review Letter will require a resubmission and will be subject to a full E&S fee.**

**E&S FEE EXEMPTIONS AND EXCEPTIONS:**

County agencies, volunteer fire stations, volunteer ambulance services, and conservation co-operator farms are exempt from fees. Municipalities and Public Schools please submit One half (1/2) of the fee listed under "ALL OTHER EARTH DISTURBANCE" fee schedule.

FEES ARE REQUIRED FOR ALL OTHER SUBMISSIONS.  
THERE ARE NO EXEMPTIONS FROM EXPEDITED REVIEW FEES.

E&S submissions and resubmissions require one (1) plan set, one (1) General Information Form, and appropriate fee. MAKE CHECKS PAYABLE TO "BUCKS COUNTY CONSERVATION DISTRICT" OR "BCCD."

Withdrawal of a submission prior to a response from the BCCD is subject to a fee of either fifteen percent (15%) of the current fee or \$150.00, whichever is less. Plans withdrawn for any reason will require a full fee when resubmitted.

**RESUBMISSION GUIDELINES:**

A Fee of 50% of the CURRENT E and S FEE will be charged for each resubmission without major changes.

All resubmissions must include an APPLICATION FOR CHAPTER 102 and/or NPDES REVIEW INFORMATION FORM and the associated E&S fee. Any resubmission involving a Major Revision from a previously reviewed plan requires the FULL (CURRENT) E&S Fee. A MAJOR change or revision on a plan may include, but is not limited to: a change in use, lot layout, street layout, grading changes, or basin revisions. If you have any questions regarding major changes, please call the BCCD office.

New revision dates noted on the plans require a resubmission to BCCD, including an application form and resubmission fee. A new review letter is required with corresponding plan dates.

**NPDES PERMIT INFORMATION:**

A separate federally mandated NPDES Permit is needed if proposed earth disturbance is one (1) acre or greater. There are two categories of NPDES Permits, General or Individual.

NPDES **General Permit** fee \$500.00, payable to "BCCD-CWF"

An NPDES **Individual Permit** is needed if the project is located in High Quality (HQ) or Exceptional Value (EV) Watershed. Please refer to Chapter 93, Water Quality Standards, Title 25 of PA CODE. The fee for this permit is \$1500.00, payable to "BCCD-CWF".

**With every NPDES Submission, please include 1 copy of plans and narratives for review.** For NPDES Individual Permits, additional plan sets will be requested by the BCCD once a submission is found to be administratively complete. All submissions also require a check for \$100.00 per disturbed acre (rounded to the nearest whole acre), made payable to the "PA-CWF". DISTURBED ACRE FEES ARE COLLECTED BY THE BCCD AND DELIVERED TO THE PA DEP WEEKLY.

BCCD requires a \$250.00 re-filing fee for NPDES applications found to be incomplete on the first submission. Required information must be submitted to BCCD within 60 days of notice or the application and all associated plan sets will be considered withdrawn.

NPDES Permit **Minor Amendments** will be charged a filing fee of \$250.00 plus a resubmission fee if an E & S review is required. **Minor amendments required for address change or name change only are exempt from this fee.**

ALL APPLICATIONS FOR NPDES PERMITS ARE PROCESSED BY BCCD OFFICE. PLEASE INCLUDE THEM WITH THE E&S SUBMISSION IN THEIR ENTIRETY.

Projects requiring NPDES Applications (NOI) will be reviewed for Administrative and Technical completeness within 15 Business days of receipt. If the NOI is considered to be Administratively and Technically Complete, the E&S review will follow within 22 Business days. Re-submittals will be processed within 17 business days of receipt.

FOR E&S FORM, NPDES FORMS, AND POLICIES PLEASE VISIT [www.buckscdd.org](http://www.buckscdd.org) OR [www.dep.state.pa.us](http://www.dep.state.pa.us)



1260 Almshouse Road • Doylestown, Pa 18901

Phone 215/345-3400 FAX 215/345-3886 EMAIL [planningcommission@buckscounty.org](mailto:planningcommission@buckscounty.org)

## SUBDIVISION AND LAND DEVELOPMENT

### 2023 REVIEW APPLICATION

This application must be completed on both sides by the applicant, or their agent, and submitted digitally following the procedures below for subdivision and land development reviews mandated by the Pennsylvania Municipalities Planning Code (PaMPC), Act 247 of 1968, as amended.

<b>MUNICIPALITY:</b> _____	<b>PLAN TYPE:</b> <input type="checkbox"/> Land Development <input type="checkbox"/> Subdivision
<b>NAME OF PROPOSAL:</b> _____	<b>PLAN CLASS:</b> <input type="checkbox"/> Major <input type="checkbox"/> Minor
<b>LOCATION:</b> _____	<input type="checkbox"/> Municipal <input type="checkbox"/> Sketch
<b>TAX PARCEL NO.:</b> _____	<b>TOTAL ACREAGE:</b> _____
<b>APPLICANT:</b> _____	<b>APPLICANT TELEPHONE:</b> _____
<b>APPLICANT ADDRESS:</b> _____	<b>APPLICANT EMAIL:</b> _____
<b>OWNER OF RECORD:</b> _____	<b>DEVELOPMENT TYPE:</b> <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
<b>OWNER ADDRESS:</b> _____	<input type="checkbox"/> Conversion <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional
<b>OWNER EMAIL:</b> _____	<input type="checkbox"/> Lot Line Change <input type="checkbox"/> Office <input type="checkbox"/> Residential
<b>PRESENT LAND USE:</b> _____	

**PROPOSAL:**

**NONRESIDENTIAL:** Number of Building Lots or Leaseholds: \_\_\_\_\_ **RESIDENTIAL:** Number of Lots or Units: \_\_\_\_\_

Proposed New Building Area: \_\_\_\_\_

Gross square feet (floor area)

<b>WATER SUPPLY:</b> <input type="checkbox"/> Public (Check one) <input type="checkbox"/> Community On-site <input type="checkbox"/> Individual On-lot	<b>SEWERAGE:</b> <input type="checkbox"/> Public (Check One) <input type="checkbox"/> Community <input type="checkbox"/> Individual On-lot	<b>OPEN SPACE:</b> <input type="checkbox"/> Public (Check One) <input type="checkbox"/> Private <b>TOTAL OPEN SPACE ACREAGE:</b> _____
--	--	--

**Submission Procedures:** Please follow this link to view full and detailed submission procedures for submitting this application along with all documents: <https://www.buckscounty.gov/398/Subdivision-Land-Developments>

- 1) Submit this completed application to [planningcommission@buckscounty.org](mailto:planningcommission@buckscounty.org), or click on the SUBMIT button on the bottom of Page 2.
- 2) A confirmation email will be sent back to submitter with official BCPC number and a link to upload required documents (see below).
- 3) Once all documentation has been received and reviewed for completeness, an email will be sent back to submitter with fee confirmation.
- 4) Confirmed fee should be mailed to the Bucks County Planning Commission. Review of the submission will begin when fee is received.

The following documentation is **required** for every plan submission, at the applicable level, in addition to a completed application form. Please check the appropriate state of plan submission and the inclusion of the required documentation:

<input type="checkbox"/> Sketch Plan or	<input type="checkbox"/> One <b>digital</b> file of plan
<input type="checkbox"/> Revised Sketch Plan	
<input type="checkbox"/> Preliminary Plan or	<input type="checkbox"/> One <b>digital</b> file of preliminary plan/revised preliminary plan
<input type="checkbox"/> Revised Preliminary Plan	<input type="checkbox"/> One digital file of proof of variances, special exceptions, conditional uses, or other agreements
	<input type="checkbox"/> One <b>digital</b> file of Sewage Facilities Planning Module
	<input type="checkbox"/> One <b>digital</b> file of Transportation Impact Study
<input type="checkbox"/> Revised Final Plan	<input type="checkbox"/> One <b>digital</b> file of final plan/revised final plan
	<input type="checkbox"/> One <b>digital</b> file of conditions of preliminary approval

If proposal is made by applicant or agent directly to the Bucks County Planning Commission (BCPC), the following certification is required to assure that all plans submitted to the BCPC are also submitted to the municipal government for review.

I hereby certify that this plan has been submitted for review to the Township/Borough of \_\_\_\_\_ and that, if the plan is withdrawn from consideration by the municipality, it will also be withdrawn from the BCPC review process via written notification. Members of the BCPC and staff are authorized to enter land for site inspection if necessary.

Print Name of Applicant

Signature of Applicant

Date

#### BCPC USE ONLY

BCPC File No.: \_\_\_\_\_

Date Received: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

# BUCKS COUNTY PLANNING COMMISSION FEE SCHEDULE FOR REVIEWS

The following fees will be charged by the Bucks County Planning Commission for subdivision and land development reviews as authorized by Act 194 amending Act 247, the Pennsylvania Municipalities Planning Code. These fees are effective **January 1, 2023**. Plans will not be accepted for review without the appropriate fee and completed application form. If you need assistance in calculating application fee(s), please call us at 215-345-3400.

## Residential subdivisions, land developments, and conversions *(Including Tentative Planned Residential Development Plans)*

					Base Fee	+	
up to	2	lots or units	=		\$200		
3	up to	10	lots or units	=	\$105	+	\$70 for each buildable lot/unit over 2
11	up to	25	lots or units	=	\$630	+	\$50 for each buildable lot/unit over 10
26	up to	50	lots or units	=	\$1,320	+	\$45 for each buildable lot/unit over 25
51	up to	100	lots or units	=	\$1,980	+	\$25 for each buildable lot/unit over 50
101	+	lots or units	=		\$2,640	+	\$20 for each buildable lot/unit over 100

## Nonresidential land developments

					Base Fee	+	
0	up to	5,000	square feet	=	\$315	+	\$0.055 per square foot of floor area
5,001	+		square feet	=	\$500	+	\$0.20 per square foot of floor area, not to exceed \$6,000 in addition to the base fee

## Nonresidential subdivisions

up to	2	lots or units	=	\$230			<b>Curative Amendments</b> (not municipal curative amendments)	\$2,500
3	up to	10	lots or units	=	\$130	per lot		
11	+	lots or units	=	\$105	per lot		<b>Private Petitions for Zoning Change</b> (not municipal petitions)	\$2,000

For the purposes of this Fee Schedule the definitions in Article II of the Pennsylvania Municipalities Planning Code of subdivision and land development shall be used.

There is **no fee** for review of a sketch plan or final plan submission (unless otherwise noted below).

All fee charges are intended to cover the entire review process from preliminary to final stages **except** as follows:

- 1) **Each resubmission of a plan with minor revisions** shall be subject to an additional fee, not to exceed the required fee listed in the tables above or \$250.00, whichever is less. A subdivision which proposes no more than two lots may be resubmitted with minor revisions one time without a charge for the review.
- 2) **Each resubmission of a plan involving a major revision or change in program** from the original submission shall be required to pay an additional fee as required in the tables above. A major revision or change in program may include, but is not limited to, a change in use, dwelling type, density, lot layout, street layout, or site layout.
- 3) **Each plan submitted for review two years or more after the first submission** shall be subject to an additional fee, not to exceed the required fee listed in the tables above or \$200.00, whichever is less, if the plan contains only minor revisions. If there are major revisions to the plan, the submission will require a fee in accordance with the fee schedule above. Major changes are as noted in #2 above.
- 4) **Proposals submitted which contain a mix of uses** will be subject to the appropriate fee for each use.

**MEETINGS WITH THE STAFF** of the Bucks County Planning Commission to discuss applications either prior to or during the formal development application are encouraged and are free of charge. Appointments can be made by contacting 215-345-3400.

**SIGNING OF PLANS FOR RECORDING:** The Bucks County Planning Commission now signs plans electronically. If you have municipally-signed plans with an official BCPC number you can go directly to the Bucks County Recorder of Deeds to record your plan. Please contact the Recorder of Deeds at 215-348-6209 should you have any questions about recording your plan.

**REQUESTS FOR ADDITIONAL COPIES OF REVIEW:** Digital copies of the Bucks County Planning Commission review of this proposal will be sent to the applicant, the municipality, and the municipal engineer. If you wish to have digital copies sent to other persons, please list their **NAME(S)**, **TITLE(S)**, and **EMAIL(S)**:

_____	_____	_____
_____	_____	_____
_____	_____	_____

**SUBMIT**

**ORDINANCE NO. 2023-003**

**AN ORDINANCE OF THE TOWNSHIP OF SOLEBURY,  
BUCKS COUNTY, PENNSYLVANIA AMENDING  
SOLEBURY TOWNSHIP ORDINANCE REGARDING THE  
UNIFORM SYSTEM OF NOTICE OF PENDING  
APPLICATIONS AND HEARINGS**

**WHEREAS**, Section 1601 of the Second Class Township Code provides that the Board of Supervisors may adopt Ordinances in which general or specific powers of Solebury Township (“Solebury” or the “Township”) may be exercised, and, by the enactment of subsequent Ordinances, the Board of Supervisors may amend, repeal, or revise existing Ordinances (53 P.S. § 66601); and

**WHEREAS**, on or about May 17, 2007, the Township Board of Supervisors adopted an ordinance to provide for a uniform method of supplying adequate notice of hearings as required by the Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, and the ordinances of Solebury Township (Ordinance No. 2007-005) (“Ordinance”); and

**WHEREAS**, it is in the public interest of the residents of the Township for the Township to amend and update this Ordinance for clarity, and to more closely conform with the statutory requirements of the Municipalities Planning Code; and

**WHEREAS**, the Township now enacts an amendment to the Ordinance.

**NOW THEREFORE**, in consideration of the foregoing, be it **ENACTED** and **ORDAINED** by the Board of Supervisors of Solebury Township, Bucks County, Pennsylvania, as follows:

**I.** Chapter 1, Part 6 of the Solebury Township Ordinances is hereby **AMENDED** as follows:

**A.** **AMEND** Section 1-601 “Purpose; Applicability” as follows:

**1.** **REPLACE** Section 1-601.1. (including Section 1-601.1.A. and Section 1-601.1.B) with the following:

The procedures set forth herein are adopted for the purpose of providing notice of the hearings on issues of public interest and as required by the ordinances of Solebury Township and Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, including, but not necessarily limited to, Chapter 27, Zoning, Chapter 22, Subdivision and Land Development, an ordinance establishing a Historical Architectural Review Board and other ordinances that provide for public hearings.

**B.** **AMEND** Section 1-602 “Definitions” as follows:

1. **AMEND** the term, "APPLICANT," to **ADD** the word "or" between "variance" and "conditional use;" to **STRIKE** the phrase "or permit;" and to **STRIKE** the sentence "Applicant specifically includes every person and/or entity that seeks or is entitled to a hearing before the Board of Supervisors of Solebury Township, Solebury Township Planning Commission, the Solebury Township Zoning Hearing Board and/or the Historical Architectural Review Board," so that the definition now reads:

A landowner or developer, including heirs, successors, assigns and grantees, who has filed a complete application for subdivision and/or land development, or a complete application for a special exception, variance, or conditional use, or a complete application for a certificate of appropriateness. Applicant also includes a person or entity who applies for the placement/location of a telecommunications facility.

2. **AMEND** the term, "APPLICATION," to **ADD** the word "or" between "variance" and "conditional use;" to **STRIKE** the phrase "or permit;" and to **STRIKE** the sentences "The term 'application' also includes every duly filed request that requires a hearing before the Board of Supervisors of Solebury Township, the Solebury Township Zoning Hearing Board and/or the Historical Architectural Review Board. The meetings of the Solebury Township Planning Commission are not subject to the requirements of this part," so that the definition now reads:

A duly filed application for subdivision and/or land development; or, a duly filed application for a special exception, variance, or conditional use; or, a duly filed application for a certificate of appropriateness; or, a duly filed application for the placement/location of a telecommunications facility.

3. **AMEND** the term, "DULY FILED," to **STRIKE** the words "for permits" so that the definition now reads:

An application for approval by the Township, which is complete in terms of plans, reports, studies, maps, investigations, analyses, exhibits, fees, and the like. Applications for variances, special exceptions, conditional uses, subdivision, land development, certificates of appropriateness and the like shall not be considered as being duly filed unless all plans and papers are submitted as required by the Township.

4. **AMEND** the term, "ORDINANCE," to **REPLACE** the word "cilia" with "alia" so that the definition now reads:

The duly enacted ordinances of Solebury Township, including, but not limited to, Chapter 27, Zoning, as amended; Chapter 22, Subdivision and Land Development, as amended, the Solebury Township ordinance establishing, inter alia, the Historical Architectural Review Board; and every other Solebury Township ordinance and Solebury Township resolution that provides for public hearings.

C. **AMEND** Section 1-604 "Applicant's Obligations" as follows:

1. **AMEND** Section 1-604.1. to **STRIKE** the sentence "The applicant shall be responsible for the legal adequacy of the text of the notice and the accuracy of the addresses furnished to the Township," so that it now reads:

Contemporaneous with the filing of an application, the applicant shall certify to the Zoning Officer or HARB Administrator, if applicable, and the Township Secretary, the mailing addresses of all abutting landowners, and owners of all properties within 1,500 feet of the lot line of the lot, building or structure at issue in order for all affected individuals and entities to receive notice by mail of the application. In addition, the applicant shall provide the proposed text of the notice to be mailed, in conformance with Appendix K-101, to the affected individuals and entities, which shall include the location of the lot, building or structure involved, the relief sought, and the general nature of the question/issue involved.

2. Existing Sections 1-604.2. and 1-604.3. shall be **RENUMBERED** as Sections 1-604.4. and 1-604.5., respectively, and the following language shall be **ADDED** as new Sections 1-604.2. and 1-604.3.:

2. No sooner than 30 days prior to the hearing date, nor later than 21 days prior to the hearing date, the applicant shall notify the abutting owners and owners of all properties within 1,500 feet of the lot line of the lot, building or structure at issue, at the addresses certified by the applicant. Such notice shall be made by regular mail on a form attached hereto as Appendix K-101. No later than 10 days prior to the hearing date, the applicant shall provide the Township with proof of mailing.
3. No sooner than 30 days prior to the hearing date, nor later than 21 days prior to the hearing date, the applicant shall also post a copy of the Appendix K-101 notice at a minimum of two conspicuous locations on the subject property. The size of the postings shall be greater than 200 square inches. The applicant shall submit photographs of the posting to the Township no later than 10 days prior to the hearing date.

**D. AMEND** Section 1-605 "Township Notice Obligations" as follows:

1. **AMEND** Section 1-605.1. to **STRIKE** Subsections B. through D. in their entirety.

**E. AMEND** Section 1-607 "Costs" as follows:

1. **STRIKE** the section in its entirety.

**F. AMEND** the Township of Solebury Code of Ordinances Appendix to **ADD** a new Appendix K-101 "Notification of Plan Submission" as follows:

Dear Property Owner:

This letter is written to inform you that \_\_\_\_\_ has filed a \_\_\_\_\_ application for property located on \_\_\_\_\_ Road in Solebury Township comprising \_\_\_\_\_ acres and identified as Tax Map Parcel Number(s) \_\_\_\_\_. The legal owner of the property is \_\_\_\_\_. The \_\_\_\_\_ application proposes to \_\_\_\_\_. Copies of the \_\_\_\_\_ application are available for inspection at the Solebury Township Municipal Building. The telephone number of Solebury Township is 215-297-5656. You may also contact (insert developer / applicant contact information) \_\_\_\_\_, a representative of \_\_\_\_\_ at \_\_\_\_\_ to answer any questions you may have concerning the application. The developer / applicant intend to present the above referenced proposal at the (insert reviewing body, i.e.: Planning Commission) \_\_\_\_\_ meeting on (insert date, time and location) \_\_\_\_\_. Electronic copies of the plans and other documents submitted for this application can be found at the Township website at [www.soleburytp.org](http://www.soleburytp.org).

## **II. Partial Repealer**

All other provisions of the Ordinances of Solebury Township, as amended, shall remain in full force and effect. All other Ordinances or provisions of Ordinances inconsistent herewith or in conflict with any of the terms hereof are, to the extent of said inconsistencies or conflicts, hereby specifically repealed.

## **III. Severability**

The provisions of this Ordinance are severable. If any section, clause, sentence, part or provision thereof shall be held illegal, invalid, or unconstitutional by a court of competent jurisdiction, such decision of the court shall not affect or impair any of the remaining sections, clauses, sentences, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Township Board of Supervisors that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional section, clause, sentence or part of a provision had not been included herein.

## **IV. Effective Date**

All provisions of this Ordinance shall be in full force and effect five (5) days after the approval and adoption of this Ordinance.

## **V. Failure To Enforce Not A Waiver**

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.




ORDAINED AND ENACTED this 18<sup>th</sup> day of July, 2023.

BOARD OF SUPERVISORS OF SOLEBURY  
TOWNSHIP, BUCKS COUNTY,  
PENNSYLVANIA

  
\_\_\_\_\_  
Mark Baum Baicker, Chair


  
\_\_\_\_\_  
Hanna Howe, Vice Chair

  
\_\_\_\_\_  
John Francis, Member

  
\_\_\_\_\_  
Robert A. McEwan, Member

  
\_\_\_\_\_  
Kevin Morrissey, Member

Attest:

  
\_\_\_\_\_  
Catherine Cataldi, Township Secretary