



CONDITIONAL USE APPLICATION

All submissions require ten (10) paper copies to be printed and one (1) electronic copy to be provided via USB Flash Drive or Compact Disc (CD). Please note that all plans and drawings must be included with each copy.

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 # _____ Size of Parcel _____

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

Name _____
Email _____ Phone _____

III. PROJECT

Please attach a narrative explaining in detail the applied use for the property in question. A description of the property and its location with plans and supporting information should also be provided. A plot plan should also be included. Applicants may refer to the Solebury Township Zoning Ordinance of 1988 as amended.

IV. ATTACHMENTS

Please check the box of all attachments that have been included with this application.

Adjacent Property List

Applied Use Narrative

Plot Plan

Professional Services Agreement (Residential or Commercial)

Project Plans (10 Paper Copies, 1 Electronic Copy)



ADJACENT PROPERTY LIST

To identify properties within a 1500 foot radius, you may use the [Bucks County Planning Commission's Parcel Viewer](#). Choose the 'Query Parcels' feature from the navigation menu to query by parcel buffer.

To identify owner information, you may use the [Bucks County Board of Assessment Property Search Site](#). Select 'Property Records' from the navigation menu and search for owner information by property address or Parcel ID. **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.**

VERIFICATION

APPLICANT

SIGNATURE _____

PRINTED NAME _____ DATE _____

PROPERTY OWNER (If Different from Applicant)

SIGNATURE _____

PRINTED NAME _____ DATE _____

ZONING OFFICER

SIGNATURE _____

PRINTED NAME Zach Zubris 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 this conditional use submission to Solebury Township:

Agent 1 Name _____
Address _____
Phone _____ Email _____

Agent 2 Name _____
Address _____
Phone _____ Email _____

OWNER SIGNATURE _____ DATE _____



FEE SCHEDULE

Description	Fee
RESIDENTIAL - Filing fee for Conditional Use other than Telecommunications, as required under the Solebury Township Zoning Ordinance, as amended. This filing fee is non-refundable.	\$1,100
RESIDENTIAL - Applicant shall file a Professional Services Agreement with an initial escrow to cover all engineering, legal, consultant and administrative costs.	\$2,500
COMMERCIAL - Filing fee for Conditional Use other than Telecommunications, as required under the Solebury Township Zoning Ordinance, as amended. This filing fee is non-refundable.	\$1,100
COMMERCIAL - Applicant shall file a Professional Services Agreement with an initial escrow to cover all engineering, legal, consultant and administrative costs.	\$5,000
TELECOMMUNICATIONS - Filing fee for Conditional Use relating to Telecommunications Applications as required under the Solebury Township Zoning Ordinance, as amended. This filing fee is non-refundable.	\$5,000
TELECOMMUNICATIONS - Applicant shall file a Professional Services Agreement with an initial escrow to cover all engineering, legal, consultant and administrative costs.	\$5,000

The filing fee shall be determined upon the present or proposed use of the property if it is different than the Zoning Classification of the property.

I, _____, having this day filed with Solebury Township hereby acknowledge that I have read the above and I hereby agree to its terms.

APPLICANT SIGNATURE _____ DATE _____



SOLEBURY TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT - COMMERCIAL

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 Five Thousand Dollars (\$5,000.00) (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 One Thousand Dollars (\$1,000.00). 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.

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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

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.

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

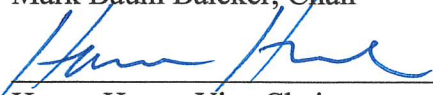
The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

ORDAINED AND ENACTED this 18th 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