



## PERMIT APPLICATION & REQUIREMENTS

### REQUIRED FORMS:

- Erosion and Sedimentation Control, Grading, and/or Stormwater Management Permit Application and Checklist
- Floodplain Development Permit/Application (If Applicable)
- Professional Services Agreement
- Zoning Review Form

### ADDITIONAL REQUIREMENTS:

- One (1) Digital Copy of Plans
- Applicable Fees (Outlined on application forms)

### SUBMITTAL INSTRUCTIONS:

1. Applications must be completed by the applicant, consultant, or homeowner and must include a signature of the landowner. Applications will not be accepted by the Township unless verification of ownership is presented (verification of ownership may be parcel deed with owner's name).
2. **One (1) copy in electronic form (PDF/A)** prepared by a qualified professional (Professional Engineer, Land Surveyor, Registered Landscape Architect or Architect licensed in the Commonwealth of Pennsylvania) must be submitted with the application. Plans may not be submitted directly to the engineer. One date-stamped set will be forward by the Township to the Township Engineer within 24 hours of submission for review.
3. The applicant will be notified of plan approval, or plan nonconformance with the Ordinance requirements.
4. A Foundation As-Built (Confirmation) Plan and a Final Lot As-Built Plan (Final As-Built) are required to document and verify proper construction of proposed improvements. Refer to the Foundation as Built Plan and Final As-Built Plan subsections below for submission and other requirements related to these other two plans.
5. Any revised plans must be submitted to and approved by Solebury Township prior to construction of any site improvement not shown on the approved plans. Confirmation Plan or Final As-Built Lot Plans that include structures, features, or lot grading that is not consistent with the approved grading plan will not be approved.



#### FOUNDATION AS-BUILT CONFIRMATION PLAN:

1. Upon installation of dwelling foundation walls, an as-constructed **Foundation Elevation and Location Certification Form** must be submitted to the Township for approval prior to backfilling foundation walls.
2. **One (1) copy in electronic form (PDF/A)** prepared by a qualified professional must be submitted. Plans may not be submitted directly to the engineer. One date-stamped set will be forwarded by the Township to the Township Engineer within 24 hours of submission for review. The Township Engineer will review the plan and site conditions existing at time of receipt of plan. Any non-conformity with the approved plan will be identified in writing and forwarded by the Township to the applicant in a timely manner. The applicant and their contractor are responsible for taking all measures necessary to ensure health and safety at the site prior to backfill of the foundation/structure.
3. Foundation As-Built Plan will not be approved by the Township until plan content and site conditions at time of submission are approved by the Township Engineer. Site condition inspection includes review of erosion control measures, tree protection fence, temporary ground stabilization and other access and maintenance issues relative to the approved grading plan.
4. Confirmation Plan must identify lot boundary, required building setback lines, foundation location and elevation, garage and accessory structure location and elevation, pool location and elevation, approved dwelling elevations, (as identified on the approved Grading Plan), and sump pump pit location (if required).
5. Confirmation Plan of an structure foundation elevation that is greater than four (4) inches lower than approved, or more than twelve (12) inches higher than approved ("tolerances") will be rejected and a revised Grading Plan (reflecting as-constructed dwelling elevations) is required. A revised Grading Permit will also be required if recommended by the Township Engineer should it be concluded the as-constructed structure location and elevation may alter approved drainage patterns, drainage function, Stormwater management design, or result in excessive or flat slopes. Written comment pertaining to review of the Confirmation Plan should be submitted to the Township by the Township Engineer within five (5) business days of receipt of the plan by the Township Engineer (beginning the next business day after receipt of the plan). Foundation backfill will not be scheduled until receipt of written recommendation for approval of the Confirmation Plan by the Township Engineer and authorization by the Building Inspector. Framing of the structure may not commence until the foundation has been approved for backfill and the Confirmation Plan has been recommended for approval.
6. Foundations constructed outside of the required front, side, and rear yard building setbacks, will not be approved for backfill until a variance is obtained from the Zoning Hearing Board.
7. Backfill inspection by the Township Building Inspector will not be scheduled prior to receipt of satisfactory review of the Foundation As-Built Plan.



#### FINAL AS-BUILT LOT PLAN:

1. Upon completion of the dwelling, lot improvements, and final grading, seeding, and stabilization, a **Final As-Built Certification Form** must be prepared and submitted to the Township for approval prior to issuance of use and occupancy permit.
2. **One (1) copy in electronic form (PDF/A)** identifying the as-constructed condition of the lot must be prepared and submitted to the Township for approval prior to issuance of the use and occupancy permit. Plans must be signed and sealed by a qualified professional. Plans may not be submitted directly to the engineer. One date-stamped set will be forwarded by the Township to the Township Engineer within 24 hours of submission for review. The Engineer will review the plan and final site conditions existing at the time of receipt of the final as-built plan. Any deviation from the approved plan will be identified in writing and forwarded by the Township to the applicant in a timely manner.
3. Written comment pertaining to review of the Final As-Built Plan should be submitted to the Township by the Township Engineer within five (5) business days of receipt of the plan by the Township Engineer (beginning the next day after receipt of the plan).
4. As-constructed plan must specifically identify swale slopes, water and sewer facilities (including valves, clean-outs, tanks, boxes, etc), driveway, driveway slope, driveway material, walkways, sidewalk (if required), sump pump discharge location from house, roof leader system including point of discharge, sump pump piping including point of discharge, drainage pipe and sizes, collection inlet grate and invert elevations, structure foundation, garage and first floor elevations, spot elevation at the corner of all structures, Stormwater / bmp facilities and sufficient information to verify proper construction, existing and proposed topography / features, tree clearing boundary, required replacement vegetation including location / size / species, roads, right-of-way, building setbacks, applicable zoning data, detailed impervious surface tabulation, and any other information determined necessary by the Township Engineer.
5. Final inspection of the dwelling and lot by the Building Inspector will not be scheduled until receipt of written recommendation of approval of the Final As-Built Plan from the Township Engineer.
6. Final As-Built Lot Plan may only be prepared upon completion of topsoil installation and final grading (except for 'winter grading' condition). Prior to placement of topsoil and final grading, grade stakes should be installed by a surveyor.
7. The plan must include a notation certifying the condition of the lot (Ex: Eight (8) inches of topsoil install, or 'winter graded') at time of as-constructed survey.
8. Use and occupancy of the dwelling/improvements will not be approved by the Township prior to receipt of satisfactory review of the Final As-Built Plan (see items 3 through 8).



#### PRE-CONDITIONS FOR USE AND OCCUPANCY PERMITS:

1. Temporary Use and Occupancy permits will not be issued except under the following conditions.
2. It is the responsibility of the applicant to allot sufficient time prior to scheduled settlement dates or other scheduled construction activities requiring inspection to permit preparation and review of as-constructed foundation and / or lot plans, inspection of the site by the Township, and issuance of applicable Township permits / approvals. Builder schedules should also account for any field modification of the lot (Ex: Regrading to correct errors) and resubmission of a revised As-Constructed plan addressing issues identified by the Township during review of the plan and As-Constructed lot condition.
3. Use and Occupancy Permit will not be issued if any of the following conditions exist:
  - a. The Final As-Built Lot Plan confirms constructed ground slope within the lot is less than 2% or greater than 4:1 (25%) *Codified Ordinance Section 9-108*;
  - b. Ponding water is observed on the lot at time of inspection unless the ponded water is a result of an approved BMP (Ex: Rain Garden);
  - c. Approved surface drainage pattern is not achieved;
  - d. Sump pump discharge (if proposed) is not properly connected to permanent roof leader piping;
  - e. Roof leader piping and stormwater management facilities are not properly installed and connected to roof drains in accordance with the approved grading plan;
  - f. Roof discharge pipes are not connected to the roof leader pipe system;
  - g. Topsoil is not installed on the lot and the ground is not final graded, raked, seeded and stabilized (permanent ground cover condition);
  - h. Sidewalk/walkway (if required) is not installed along the site frontage; and on-lot walkways (permanent condition – concrete, stone/brick pavers, etc.), driveway (stone/paving) and paved (binder course) driveway apron (20 feet from the edge of cart way) are not installed in accordance with approved plan.





4. Exception to the requirement noted under subsection 3G above shall be for projects completed during the winter. 'Winter grading' consists of rough grading of the lot to approved grade (minus the required depth of topsoil) and installation of straw mulch with tacking agent (hay mulch is not permitted). 'Winter grading' is only permitted from December 1 through March 15. If conditions permit, topsoil must be installed and rough graded during this time period. In all cases, soil must be installed against and level with the surface of the dwelling foundation, sidewalk/walkways, driveway, patios, pads, and between the curb and sidewalk prior to approval of 'winter grading' and a temporary use and occupancy permit. A Temporary use and occupancy permit may be granted for 'winter grading' subject to any other conditions imposed by the Township and absence of any health and safety issues on the lot. At least one additional final as-built plan will be required for all 'winter graded' lots to verify compliance with plan slope requirements upon completion of final grading (when conditions permit).
5. Installation of street trees, buffer trees, replacement trees, concrete monuments, lot corner pins, easement pins / monuments, and driveway wearing course (ID-2) may be completed as a condition of issuance of temporary use and occupancy permit if approved by the Township, and is subject to any other conditions imposed by the Township. However, at a minimum, prior to issuance of use and occupancy permit, all property and easement corners must be delineated in the field by wood stakes or other means acceptable to the Township.



**EROSION AND SEDIMENTATION CONTROL, GRADING AND/OR  
STORMWATER MANAGEMENT PERMIT APPLICATION**

<b>OFFICE USE ONLY</b>	
PERMIT # _____	TAX MAP PARCEL # _____
BILLING ID # _____	NAME OF SUBDIVISION _____

**APPLICANT** (Shall be the OWNER OF RECORD)

NAME \_\_\_\_\_ DATE OF APPLICATION \_\_\_\_\_  
PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_  
PROPERTY LOCATION \_\_\_\_\_  
MAILING ADDRESS (If Different) \_\_\_\_\_  
DEVELOPMENT NAME \_\_\_\_\_  
TAX MAP PARCEL # \_\_\_\_\_ LOT # \_\_\_\_\_  
Is the Subject Parcel Preserved?      YES      NO  
Holder of Conservation Easement \_\_\_\_\_

**DESIGN PROFESSIONAL**

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_

**PROJECT DESCRIPTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FEE SCHEDULE**

1. Filing Fee: \$150
2. Escrow: \$2,500 for residential projects or \$5,000 for commercial projects. Per the Professional Service Agreement, replenishment of original escrow is required within fifteen days of written notice when the balance drops below \$500 for residential projects or \$1,000 for commercial projects. Upon project completion, remaining escrow funds will be returned to the applicant within 90 days of Final Certificate of Occupancy.

**AUTHORIZATION**

*The undersigned hereby makes application for a permit in accordance with the provisions of the Solebury Township Soil Erosion Sedimentation and Grading Control Ordinance and Stormwater Management Ordinance. The undersigned acknowledges that all permits and approvals required from other regulatory agencies, including but not limited to Bucks County Conservation District, PADEP, PennDOT, and NPDES, shall be submitted to the Township prior to the issuance of this permit.*

SIGNATURE OF OWNER OF RECORD \_\_\_\_\_



## MINIMUM REQUIREMENTS FOR APPLICATION SUBMITTAL

### REQUIREMENTS & PLANS

1. A **Grading Permit** is required when earth disturbance exceeds 2,000 square feet.
2. A **Stormwater Management Permit** is required when impervious surface is proposed which cumulatively exceeds 1,000 square feet in area since January 25, 2009.
3. All permits require **three (3) paper and one (1) digital copy of plans** (PDF/A) showing existing features and topography and proposed improvements. Plan must conform to the Solebury Township Erosion and Sedimentation Control and Grading Ordinance (Codified Ordinance Chapter 9), Stormwater Management Ordinance (Codified Ordinance Chapter 23), applicable Zoning Ordinance (Codified Ordinance Chapter 27) criteria, and Natural Resource features described in Section 27, Part 22 of the Zoning Ordinance.

### CHECKLIST

The following features identified under the aforementioned Ordinances must be shown on the plan but are not an inclusive list of all such requirements. The checklist must be completed by the registered design professional responsible for the plan preparation. The applicant's consultant must carefully review the Township's Ordinances to ensure all required content and requirements are satisfied. **EXPLANATIONS MUST BE PROVIDED FOR ANY OF THE ITEMS BELOW WHICH ARE INDICATED AS N/A.**

NEW SUBMISSION \_\_\_\_\_  
Plan Dated

REVISED SUBMISSION \_\_\_\_\_  
Latest Plan Revision Date

INCLUDED  
N/A  
TWP

### GENERAL INFORMATION

A	Plan Size – 24" x 36"			
B	Affixed seal(s) and signatures(s) of responsible licensed professionals (plan preparer, etc.)			
C	Location Map at a scale of 1" = 800' with site identified			
D	Scale not less than 1" = 50'			
E	Contours at intervals of not more than 2'			
F	Subdivision name and lot number, if applicable			
G	TMP identification number and parcel acreage as defined by the Zoning Ordinance			
H	Date of Plan and Revision dates if applicable			
I	Plan preparer: Professional Engineer, Licensed Land Surveyor, Architect, or Landscape Architect including address, phone number and email address.			
J	North Arrow			
K	Graphic Scale			
L	Zoning data table including existing, permitted and proposed zoning criteria, detailed impervious surface area tabulation.			

### EXISTING FEATURES

A	Topography within the limits of earth disturbance (LOD) and extending 75 feet beyond the LOD			
B	Types of vegetation			
C	Watercourses, streams, channels, ditches, lakes, ponds, etc.			
D	Manmade Features/improvements			
E	Boundary Line - showing lot corner monuments found; boundary description (metes and bounds).			
F	Soil Types with areas of same graphically delineated on the plan, soils descriptions/limitations			
G	Adjoining property owner information (name, tax map parcel number)			
H	Carbonate Geology Information (if within Carbonate Geology Overlay Zoning District or within 200 feet of same)			
I	Structure elevations (top of slab, top of foundation wall, first floor, garage floor, etc.)			
J	Deed restriction information, conservation easement information			
K	Existing Structures and their uses including identification of those with water and sewer facilities and kitchen facilities			
L	Wells and 100' isolation distance graphically delineated, water laterals			
M	Waste Disposal Systems including laterals, tanks, and leach field			
N	Legal & Ultimate right-of-way in accordance with Township Ordinance and Comprehensive Plan			
O	All natural resources identified in Section 27, Part 22 of the Zoning Ordinance including but not limited to wetlands, steep slopes, woodlands, floodplain, riparian corridor, lakes, ponds, waterways, productive agricultural soils, steep slope setbacks, riparian corridor setbacks, regulated trees, specimen trees, carbonate geology features, etc. and their disturbances.			



P	Historic village setbacks, scenic road setbacks, setbacks from Delaware Canal			
Q	Name and classification of watershed, Stormwater Management District designation			
R	Required building setback lines and measured setback to existing structures			

### PROPOSED FEATURES

A	Structure location and setback dimensions, building dimensions, top of foundation wall, slab, and/or first floor elevations and proposed uses.			
B	Proposed finished contours with spot elevations to clarify drainage boundaries and ground slopes			
C	Spot elevations at the corner of each existing and proposed structure, and surface water flow arrows			
D	Location of driveway and all impervious areas			
E	Waste disposal systems, laterals, tanks, etc.			
F	Wells and water lateral			
G	Tree protection, existing regulated tree locations (within 25' of the proposed limit of disturbance), size, genus/species			
H	Trees within 75' of proposed limit of disturbance to be removed (genus/species/size) including calculation of required replacement trees per Section 27, Part 22 of Zoning Ordinance, if applicable.			
I	Location of required replacement trees including genus/species and caliper			
J	Proposed grading and driveway setback from property lines			
K	Stormwater management controls in compliance with Solebury Township Stormwater Management Ordinance (Codified Ordinance Chapter 23)			
L	Construction details (E&S, stormwater features, man-made improvements)			
M	Road Occupancy Permit application and design details for any new driveways or modification of an existing driveway			
N	Erosion control design/details, construction sequence, erosion control maintenance notations, temporary and permanent seeding/stabilization measures			
O	Required setbacks from any carbonate geology features (graphically delineated)			
P	Drainage pipe, culverts, inlets including size, slope, inverts, and top of grate/rim elevations			
Q	Roof leader pipe system layout, pipe size, basic invert information (to verify gravity flow and cover)			

### PLAN CERTIFICATIONS

A	A statement, <b>signed by the design professional</b> , must be added to the plan indicating that, to the best of licensed plan preparer's knowledge and belief, the proposed grading activities shall not significantly increase stormwater runoff to, and/or otherwise adversely impact, downstream properties except as may be part of an approved stormwater runoff collection and management plan. (Codified Ordinance, Section 9-107.1.C)			
B	*A statement <b>signed by the design professional</b> must be added to the plan, indicating that the design engineer has reviewed and certifies that the stormwater management plan meets all design standards and criteria of the Solebury Township Stormwater Management Ordinance. (Codified Ordinance Section 23-402.2.F(23))			
C	*A statement, <b>signed by the facility owner</b> , acknowledging that the stormwater facilities and BMPs are fixtures that cannot be altered or removed unless such alteration or removal is approved by the Township must be included on the plan. (Codified Ordinance Section 23-702.3.C)			
D	*When the project is located within Carbonate Geology Overlay District, the following note shall be on all stormwater management plans and be <b>signed and sealed by the design professional</b> : "I _____, certify that the proposed stormwater management facility (circle one) is/is not underlain by limestone." (Codified Ordinance Section 23-402.2.D)			
*Only required for stormwater management permit applications				

### AUTHORIZATION

*I, the undersigned, hereby certify that the attached Grading Plan submittal has all items required by the Solebury Township Ordinance. I understand that if any of the items required are deemed missing from the submittal, the plan will not be accepted for review and will be returned as incomplete. My client is aware of this criterion and will accept all responsibility for delays due to incomplete submittals. I am enclosing an explanation for each item which I feel is not required and, therefore, have not been included in this submittal package.*

DESIGN PROFESSIONAL'S SIGNATURE

DATE

REVIEWER'S SIGNATURE

DATE

SEAL



OFFICE USE ONLY

PERMIT # \_\_\_\_\_

## APPLICATION FOR ZONING PERMIT

OWNER NAME \_\_\_\_\_ TAX MAP PARCEL # \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

PROPERTY TYPE      Residential - \$50 Fee      Commercial - \$150 Fee

REQUEST \_\_\_\_\_

### PROPERTY ASSESSMENT

*Check the appropriate boxes as they pertain to your property. Please note that **a site plan is required to accompany all submissions.***

The property for which I seek a permit is subject to a conservation easement or deed restriction. **If this box is checked, a copy of the conservation or deed restriction must be attached.**

The property for which I seek a permit is located in either the Carversville Historical District or the Phillips Mill Historical District and is subject to HARB review and approval. **If this box is checked, a copy of the "Certificate of Appropriateness" related to this project must be attached.**

The property for which I seek a permit is managed by a homeowner's association. **If this box is checked, a copy of the Home-owner's Association approval for this project must be attached.**

The property for which I seek a permit is an active commercial or organic farm.

The property for which I seek a permit is **NOT** subject to any of the above.

### AUTHORIZATION

*I hereby agree that the Zoning Officer has a thirty (30) business day review period for this part of the application. I agree this project will not commence until a zoning permit has been issued.*

APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

(If Different From Applicant)

### OFFICE USE ONLY

ZONING OFFICER COMMENTS \_\_\_\_\_

ZONING OFFICER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**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