

PROCEDURE SHEET FOR ZONING CHANGE PETITIONS

1. Plans to be submitted to Director of Department of Licenses and Inspections as follows:

Copy of appeal containing the following information.

- (1) A certified and signed property boundary survey of the exact parcel to the applied for change. Certification and signature by a registered land surveyor or professional engineer are required on the original copy. The survey to show the following:
 - (a) Present owner, deed book and page of deed.
 - (b) All adjoining property owners names.
 - (c) Any encroachments on the property.
 - (d) All improvements on the property, type of construction, present use, use if change is granted, and statements of present physical conditions.
 - (e) Approximate location and use of any buildings and land within one hundred linear feet of the perimeter of the property.
 - (f) A statement as to the improvement or non-improvement of adjacent street or streets.
 - (g) Sewage and water supply or proposed supply.
- (2) A statement as to the equitable interest of the applicant.
- (3) A boundary description in accordance with the survey in paragraph (1) above also signed and certified by a registered surveyor or professional engineer.

2. Twenty-one (21) copies of appeal are to be submitted along with following:

- (1) Two checks made out to "Township of Bristol" - -
 - (a) Submission fee of \$ 400.00
 - (b) Escrow fee of \$ 450.00
- (2) Signed contract assuring that applicant will be responsible for payment of any additional engineering costs greater than amount paid at time of submission.

(The certification required in paragraphs 1. (1) and (3) refers to the seal applied by the surveyor or engineer.)

There is no standard application form for zoning change petition at this time.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 20____, by between BRISTOL TOWNSHIP, Bucks County, Pennsylvania (hereinafter referred to as “Township”) and _____ the Bristol Township Solicitor, and _____ Township Engineer (hereinafter referred to as “Professional Staff”), and _____ (hereinafter referred to as “Developer”).

WITNESSETH:

WHEREAS, the Developer is the applicant and/or legal or equitable owner of certain real estate bearing tax parcel number _____ located or described and consisting of acreage as follows:

WHEREAS, the Developer has presented to the Township plans for proposed subdivision, land development, building development or other plans for the use of their land for review by the Township, or has applied for a building permit from the Township:

WHEREAS, the Developer has filed with the Township such plans and/or has requested approval for permits to build, or requested approval of any such plans to make use of its property, which plans are hereby incorporated by reference and made a part hereof;

WHEREAS, the Developer has requested the Township to review said plans and other requests which review will require Township Professional Staff review, the costs and expenses of which Professional Staff review shall be paid by Developer.

NOW THEREFORE, the parties agree as follows:

1. The Developer and Township here authorize and direct the Township's Professional Staff to review the application and plans and to make such recommendations and determine such specifications as may be necessary with respect to such plans, as required by the Township pursuant to its ordinances or codes.
2. The Developer shall pay
 - (a) the Engineer's charges and fees for review of and/or preparation of the plans;
 - (b) reasonable legal fees for review by the Township Solicitor, or other legal consultants relating to the application for approval of plans or building permits, occupancy permits or such other permits and reviews as are necessary;
 - (c) administrative costs and expenses which the Township may incur by reason of this Contract.

All charges and fees shall be paid in advance by the Developer as required by the Township and in accordance with paragraph 3 set forth herein.

3. The Developer hereby agrees to deposit with the Township the sum of as security deposit for the payment of all costs and expenses, charges and fees as set forth in paragraph 2 above, within five (5) days of the date of this Agreement. It is agreed and understood by the parties that neither the Township, its Solicitor nor Engineer shall commence processing this application until the security deposit has been deposited with the Township. In the event the balance of the escrow account at any time shall be below twenty-five (25%) percent of the original escrow deposit, and it appears that costs will be in excess of the remaining balance, the Township shall require an additional escrow deposit sufficient to restore the account balance to the original escrow amount. This additional escrow amount shall be paid by the developer when requested and no further review of the proposed development will occur until receipt of such payment by the Township.

4. In the event that Township shall expend or become liable for engineering, legal or administrative costs and expenses in an amount in excess of the deposit required in paragraph 3 hereof, Developer agrees to promptly deposit such additional sum with the Township as necessary and shall be provided with a detailed statement of account from the Township upon request.

5. The Township agrees to render services to the developer and to authorize services to be rendered from its Engineer and its Solicitor in accordance with the review procedures established herein and by the Township. Plans shall not be reviewed nor shall any permits be issued until the security deposit has been paid in this Agreement. Developer further agrees not to commence any work or construction whatsoever on and about the subject property for which the permits or plan approvals are required until execution of this Agreement and the posting of the security deposit herein required. Should any construction take place prior to execution of this Agreement, Developer hereby agrees that he or it shall be required to remove any and all materials thus previously constructed or installed, prior to any review or approval by Township.

6. It is further agreed by the Township and the Developer that the Developer shall pay all engineering fees for supervision and inspection during construction alteration, or other work as shall be required by the Township.

7. The Developer shall pay all reasonable fees and recording costs which the Township may incur by reason of or in connection with the improvements, construction or other work on its property which require permits and which require approval by the Township as required by the plans as submitted.

8. The Developer further agrees to pay and shall pay for the supervision and inspection of all work required to be performed by the Township of its Engineer.

9. The Developer shall pay any and all legal fees charged by the Solicitor for the preparation of legal documents, review of any legal documents or plans, or any other legal work authorized by the Township relating to the performance of any of the construction as applied for by the Developer.

10. The Developer agrees and shall pay any and all engineering and legal costs incurred by the Township for the reviews and inspections which may be required for the purpose of ensuring compliance with the plans as filed or the application for permits and to ensure that the work to be performed complies in all respects with the ordinances and Codes of the Township and any other laws and regulations of the Commonwealth of Pennsylvania, of the United States or any other regulations or laws required for the work to be performed at Developer's property.

11. The Developer and the Township further agree that should any special professional services be required in addition to those services detailed herein in review of the plans or approval of building permits, inspections or occupancy permits, the cost of such additional services shall be paid by the Developer.

12. The Developer and the Township further agree that any fees or costs arising out of this Agreement or any fee schedule in effect in Bristol Township shall be paid prior to the issuance of any occupancy permit for the use of any such building which is the basis of the plan submitted and which relates to this Agreement. The Developer agrees and acknowledges that no occupancy permit will be issued until all of the fees and costs outstanding as of that date shall have been paid and any further escrows required to be deposited shall have been deposited pursuant to this Agreement.

13. The Developer may, at any time, terminate all further obligations under this Agreement by giving written notice to the Township that it does not desire to proceed with the work upon which it is requiring a permit or upon which plans have been filed, and upon receipt of such notice by the Township, the Developer shall then be liable to the Township only for costs and expenses incurred to the date and time of the Township's receipt of such notice. The Township shall use its best efforts to advise the Developer of the impending likelihood that estimated fees and costs will exceed the required security deposit in advance of the costs exceeding said sum.

14. The Developer and the Township acknowledge that this Agreement represents their full understanding and that they each intend to be legally bound hereby.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their respective signatures to be affixed and have affixed their hands and seals hereto the day and year above written.

DEVELOPER:

Attest:

If A Corporation:

Corporation Secretary

By: _____
President

Attest:

If An Individual or Partnership:

By: _____
THE TOWNSHIP OF BRISTOL

Township Solicitor

Township Engineer

ACKNOWLEDGEMENT

We, _____, Township Engineer in Bristol Township,
and _____, Solicitor for Bristol Township,
acknowledge that in the event that the named Developer fails to make payments in full required pursuant to the terms of this Agreement, that no cause of action will be instituted against the Township of Bristol by either of them, but that all claims by them or each of them will be brought against the Developer.

Date

Bristol Township Engineer

Date

Bristol Township Solicitor