

## PROCEDURE SHEET FOR ZONING CHANGE PETITIONS

1. Plans to be submitted to Building, Planning & Development Department 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 the following:
    - (1) Two checks made out to "Township of Bristol"
      - (a) Submission fee of \$400.00
      - (b) Escrow fee of \$450
    - (2) Signed contract assuring that applicant will be responsible for payment of any additional engineering costs greater than amount paid at time of submission.
    - (3) One (1) Bucks County Planning Commission application along with check made out to "Bucks County Planning Commission" as per their fee schedule – **send directly to that Agency.**

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

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and 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 Sub-division, 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 ex-penses 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 fifty percent (50%) 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 the 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 the 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 permits and which require approval by the Township as required by the plan 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 ordinance 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 first above written.

Attest:

\_\_\_\_\_  
Corporation Secretary

Attest:

\_\_\_\_\_

DEVELOPER:

If A Corporation:

By: \_\_\_\_\_  
President

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 the named Developer fails to make payments in full  
required pursuant to the terms of this Agreement, that no cause of action will be in-  
stituted 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

Rev. 01/08

1260 Almshouse Road • Doylestown, Pa 18901  
Phone 215/345-3400 FAX 215/345-3886 EMAIL [bcpc@buckscounty.org](mailto:bcpc@buckscounty.org)

This application must be completed by the applicant or his/her agent and submitted along with one copy of the plan, one digital copy of the plan, and required fee (see fee schedule on back) for subdivision and land development reviews mandated by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended.

MUNICIPALITY: \_\_\_\_\_

NAME OF PROPOSAL: \_\_\_\_\_

LOCATION: \_\_\_\_\_

TAX PARCEL NO.: \_\_\_\_\_

APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OWNER OF RECORD: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRESENT LAND USE: \_\_\_\_\_

PLAN TYPE:  Land Development  Subdivision

PLAN CLASS:  Major  Minor

Municipal  Sketch

TOTAL ACREAGE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DEVELOPMENT TYPE:  Agricultural  Commercial

Conversion  Industrial  Institutional

Lot Line Change  Residential

**PROPOSAL:**

**NONRESIDENTIAL:** Number of Lots or Leaseholds: \_\_\_\_\_  
Proposed new building area: \_\_\_\_\_

**RESIDENTIAL:** Number of lots or units: \_\_\_\_\_

Gross square feet (floor area)

**WATER SUPPLY:**  Public  
(Check one)  Community On-site  
 Individual On-lot

**SEWERAGE:**  Public  
(Check One)  Community  
 Individual On-lot

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:

- |   |  |
|---|--|
| <input type="checkbox"/> Sketch Plan <i>or</i>      | <input type="checkbox"/> One copy of plan  |
| <input type="checkbox"/> Revised Sketch Plan        | <input type="checkbox"/> One <b>digital</b> file of plan ( <b>CD or USB drive</b> )                                      |
| <input type="checkbox"/> Preliminary Plan <i>or</i> | <input type="checkbox"/> One copy of preliminary plan/revised preliminary plan   |
| <input type="checkbox"/> Revised Preliminary Plan   | <input type="checkbox"/> One <b>digital</b> file of preliminary plan/revised preliminary plan ( <b>CD or USB drive</b> ) |
|   | <input type="checkbox"/> Review fee (see schedule on back)   |
|   | <input type="checkbox"/> Proof of variances, special exception, conditional uses, or other agreements                    |
|   | <input type="checkbox"/> Sewage Facilities Planning Module, one copy, one digital copy Transportation                    |
|   | <input type="checkbox"/> Impact Study, one copy, one digital copy  |
| <input type="checkbox"/> Final Plan <i>or</i>       | <input type="checkbox"/> One copy of final plan/revised final plan   |
| <input type="checkbox"/> Revised Final Plan         | <input type="checkbox"/> One <b>digital</b> file of final plan/revised final plan ( <b>CD or USB drive</b> )             |
|   | <input type="checkbox"/> Review fee (see schedule on back)   |
|   | <input type="checkbox"/> 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, 2018. 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	=	\$160	
3	up to	10	lots or units	=	\$100 + \$65 for each lot/unit over 2
11	up to	25	lots or units	=	\$600 + \$45 for each lot/unit over 10
26	up to	50	lots or units	=	\$1,200 + \$40 for each lot/unit over 25
51	up to	100	lots or units	=	\$1,800 + \$20 for each lot/unit over 50
101	+		lots or units	=	\$2,400 + \$15 for each lot/unit over 100
Please show your calculations:					

## Nonresidential land developments

		Base Fee	+		
0	up to	5,000	square feet	=	\$300 + \$0.045 per square foot of floor area
5,001	+		square feet	=	(no base fee) \$0.15 per square foot of floor area, not to exceed \$5,000
Please show your calculations:					

## Nonresidential subdivisions

up to	2	lots or units	=	\$225	
3	up to	10	lots or units	=	\$125 per lot
11	+		lots or units	=	\$100 per lot
Please show your calculations:					

- Curative Amendments** (not municipal curative amendments)      \$2,000
- Private Petitions for Zoning Change** (not municipal petition)      \$1,500

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 \$225.00, 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 after the first submission** shall be subject to an additional fee, not to exceed the required fee listed in the tables above or \$160.00, 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:** Copies of the Bucks County Planning Commission review of this proposal will be sent to the applicant, municipality, and municipal engineer. If you wish to have copies sent to other persons, please type names and addresses below:






The Almshouse Neshaminy Manor Center 1260 Almshouse Road  
 Doylestown, Pennsylvania 18901 215.345.3400 FAX 215.345.3886  
 E-mail: [bcpc@buckscounty.org](mailto:bcpc@buckscounty.org)

PLANNING COMMISSION:  
 Craig E. Bryson, *Chairman*  
 R. Tyler Tomlinson, Esq., *Vice Chairman*  
 Edward Kisselback, Jr., *Secretary*

Joan M. Cullen  
 Richard Donovan  
 David R. Nyman  
 Carol A. Pierce  
 Tom Tosti  
 Walter S. Wydro

Evan J. Stone  
*Executive Director*

## 2020 Bucks County Planning Commission Meeting Dates

The BCPC Board meets on the first Wednesday of each month at 2 PM at the BCPC offices located at 1260 Almshouse Road, Doylestown, in the Almshouse, (Bldg. G) 4th Floor conference room, unless otherwise noted. Meetings are open to the public. The meeting schedule and meeting packets are posted here on the county's website: <http://aboutus-bucksgis.opendata.arcgis.com/>

The BCPC maintains a calendar of "cut-off" dates to ensure that municipal applications which are received, can be adequately reviewed by staff. If the application is submitted after our cut-off date for the next BCPC board meeting, it will be reviewed at the following meeting.

<u>Meetings</u>	<u>Cut off</u>	<u>Mail Out</u>
January 8	12/19/19	12/24/19
February 5	01/24/20	01/29/20
March 4	02/21/20	02/26/20
April 1	03/20/20	03/25/20
May 6	04/24/20	04/29/20
June 3	05/22/20	05/27/20
July 1	06/19/20	06/24/20
August 5	07/24/20	07/29/20
September 2		
Byers' Choice, 4355 County Line Road, Chalfont, Pa	08/21/20	08/26/20
October 7	09/25/20	09/30/20
November 4	10/23/20	10/28/20
December 2	11/20/20	11/25/20

