



Chalfont Borough
 40 North Main Street
 Chalfont, PA 18914

Phone: 215-822-7295
 Fax: 215-822-5528

SUBDIVISION AND LAND DEVELOPMENT REVIEW APPLICATION

Both sides of this application must be completed by the Applicant or his/her agent and submitted with the required number of plans and fee to the Borough Manager. Plans must be submitted two weeks prior to the 1st Monday of the month for consideration at that month's Planning Commission Meeting.

Name of Subdivision:				
Location:				
Tax Parcel #:		Total Acreage:		Zoning District:
Applicant:			Phone:	
Address:				
Owner of Record:			Phone:	
Address:				
Registered Engineer or Surveyor:			Phone:	
Address:				
Attorney:			Phone:	
Address:				

PROPOSAL:

Residential: _____ Commercial: _____

Number of Lots: _____

Nature of Land Development: _____



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Water Supply: Private _____ Public _____
Sewer Service: On-Lot _____ Public _____

20 sets of Plans, Application, and fee must be included for submission to Bucks County Planning Commission. When applicable, Planning Modules, Plans, Resolution for Act 37 Plan Revision, Letter of Transmittal, and fee must be submitted for application to the Bucks County Health Department.

Please check where applicable if submission has been made to the following:

Supplying Water Department	yes _____	no _____	n/a _____
Supplying Sewer Department	yes _____	no _____	n/a _____
PennDOT	yes _____	no _____	n/a _____
Bucks County Conservation District	yes _____	no _____	n/a _____
Army Corp of Engineers DER	yes _____	no _____	n/a _____

I hereby certify that I am familiar with the submission requirements of the Chalfont Borough Subdivision and Land Development Ordinance and the attached Application/Plans conform to the submission requirements to the best of my knowledge and belief. I hereby authorize employees and/or agents of Chalfont Borough to enter the land proposed to be subdivided, if necessary.

Signature of Applicant

Date

For Borough Use Only:

File Number: _____

Date Received: _____

Fee Paid: _____



CHALFONT BOROUGH
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CONTRACT for PROFESSIONAL SERVICES

The Agreement, made this _____ day of _____, A.D., _____, by and between THE BOROUGH of CHALFONT, Bucks County, Pennsylvania, with offices located at 40 North Main Street, Chalfont, Pennsylvania, 18914 (hereinafter referred to as “BOROUGH”), and _____

_____ (herein referred to as “DEVELOPER”).

WITNESSETH:

WHEREAS, The DEVELOPER is the legal or equitable owner of certain real estate bearing Tax Map Parcel No. _____, located or described as follows:

WHEREAS, the DEVELOPER has presented to the BOROUGH plans for subdivision, land development, building development or other plans for the use of their land to the BOROUGH, or has applied for a building permit to the BOROUGH; and

WHEREAS, the DEVELOPER has filed with the BOROUGH such plans and 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; and

WHEREAS, the DEVELOPER now requests and/or requires BOROUGH approval and the BOROUGH is ready to grant such permits to the DEVELOPER upon the execution of, and in compliance with, this Agreement and upon deposit of a proper escrow account according to the current Borough of Chalfont Fee Schedule, as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. The DEVELOPER and the BOROUGH hereby authorize and direct the BOROUGH’S consulting ENGINEER (hereinafter referred to as “ENGINEER”) to review the engineering plans and to make such recommendation and specifications as may be necessary with respect to such plans and to make any and all engineering inspections as

required by the Borough pursuant to its ordinances or codes which are required in the BOROUGH'S or ENGINEER'S opinion to be in accordance with good engineering practices.

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 BOROUGH SOLICITOR which, in the BOROUGH'S opinion, requires legal review of any plans, documents, or other legal consultation relating to the application for approval of plans or building permits, occupancy permits, or such other permits and reviews as are necessary; c) all costs and expenses incurred by the Borough of Chalfont Planning Commission in the exercise of its responsibility should that commission, with the approval of the Borough Council, call upon the services of consultants for engineering, legal, site design, traffic design, landscape architecture, and any other consultant services it may deem necessary incidental to the proper examination and evaluation of the subdivision and/or land development plan in accordance with the terms of the Subdivision and Land Development Ordinance of the Borough of Chalfont; d) a fifteen percent (15%) administrative charge shall be added to all applicable fees and invoices, and shall be included on all bills sent to DEVELOPER for professional service in accordance with Paragraph 3 of this Agreement.
3. The DEVELOPER hereby agrees to deposit with the BOROUGH the sum of _____ as security 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. This security deposit shall be known as the "Professional Services Escrow". Bills for the services of the BOROUGH ENGINEER, BOROUGH SOLICITOR and other administrative personnel shall be sent to the DEVELOPER, who shall pay said bills within fourteen (14) days of receipt thereof. The amount deposited pursuant to this agreement shall be used only as security for payment of said bills for professional services. It is agreed and understood by the parties that neither the BOROUGH, its SOLICITOR, nor ENGINEER, shall commence processing this application and/or request until the required Professional Services Escrow has been deposited with the BOROUGH.
4. In the event that the BOROUGH 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, the DEVELOPER agrees to promptly deposit such additional sum

with the BOROUGH and shall be provided with a detailed statement of account from the BOROUGH upon request.

5. The BOROUGH agrees to render services to the DEVELOPER and to authorize services to be rendered from the ENGINEER and the SOLICITOR in accordance with the review procedures established herein and by the BOROUGH. Plans shall not be received, nor shall any permits be issued, until the security deposit has been paid as provided in this Agreement. The DEVELOPER further agrees not to commence work or construction of any sort on the property subject to which the permits are required until the execution of this Agreement and the posting of the security deposit as herein required. Should any construction take place prior to the execution of this Agreement, the DEVELOPER hereby agrees and shall be required to remove any and all materials thus previously constructed.
6. The DEVELOPER shall pay all reasonable fees and recording costs which the BOROUGH 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 BOROUGH and as required by the plans as submitted.
7. The DEVELOPER further agrees to and shall pay for the supervision and inspection of all the work required by the BOROUGH, or as authorized by the BOROUGH, to be performed by the ENGINEER.
8. The DEVELOPER shall pay for any and all legal fees required by the SOLICITOR for the preparation of legal documents, review of any legal documents or plans, or any other legal work authorized by the BOROUGH relating to the performance of any of the construction as applied for by the DEVELOPER.
9. The DEVELOPER agrees and shall pay any and all engineering and legal costs incurred by the BOROUGH for the reviews and inspections which may be required for the purpose of ensuring compliance of the plans as filed, or the application for permits and the work to be done, with any other laws and regulations of the Commonwealth of Pennsylvania, the United States of America, or any other regulations or laws requiring compliance pertaining to the work to be performed at the DEVELOPER'S property.
10. The DEVELOPER and the BOROUGH further agree that any fees or costs arising out of this Agreement, or any Fee Schedule in effect in the Borough of Chalfont, shall be paid prior to the issuance of any Occupancy Permit for the use of any such building erected on the DEVELOPER'S property included in the plan submitted which relates to this

Agreement. The DEVELOPER agrees and acknowledges that no Occupancy Permit shall be issued until all the fees and costs outstanding as of that date shall be paid and any further escrows required to be paid have been submitted to the BOROUGH pursuant to this Agreement or any Fee Schedules then in effect.

11. The DEVELOPER may at any time terminate all further obligations under this Agreement by giving written notice to the BOROUGH that it does not desire to proceed with the work upon which plans and/or permits have been filed. Upon receipt of such notice by the BOROUGH, the DEVELOPER shall be liable to the BOROUGH for costs and expenses incurred to the date and time of receipt of the notice, plus the fifteen percent (15%) administrative costs and expenses as outlined in Paragraph 2 on this Agreement. The BOROUGH shall use its best efforts to advise the DEVELOPER of the impending likelihood that its costs will exceed the security deposit before its costs exceed said sum.

CONSTRUCTION AND INSPECTION ESCROWS

12. A Construction and Inspection Escrow is to be established by the BOROUGH and deposited by the DEVELOPER or PROPERTY OWNER prior to the beginning of construction and issuance of any permits. The Borough of Chalfont, in the exercise of its responsibilities, may call upon the services of consultants for engineering, legal services, site design, traffic design, landscape architecture, socio-economic impact, and such other consultants as it may deem necessary incidental to the examination of subdivision and/or land development. A fifteen percent (15%) administrative charge shall be added to all applicable fees and included on the bill sent to the DEVELOPER for professional services for construction, inspection, and review, and those services provided in accordance with Paragraph 3 of this Agreement. The escrow funds shall be returned to the APPLICANT upon approval of plan, withdrawal of plan, or denial of plan provided that the BOROUGH shall deduct any unpaid professional or administrative services from the remaining escrow funds. In the event that the escrow account at any time falls below twenty-five percent (25%) of the original escrow deposit as a result of the failure of the DEVELOPER to pay bills on a timely basis, the BOROUGH will require an additional escrow deposit up to the original escrow amount. This additional escrow amount shall be paid when requested by the BOROUGH. The failure of the DEVELOPER to make the payment within seven (7) days of the request of the BOROUGH shall be considered a

withdrawal of said plan and review of said plan and will immediately cease.

13. The DEVELOPER and the BOROUGH acknowledge that this CONTRACT represents their full understanding and that they intend to be legally bound hereby.

MISCELLANEOUS PROVISIONS

- A. For purposes of contract interpretation and for the purpose of resolving any ambiguity in the Agreement, DEVELOPER and BOROUGH agree that this Agreement was prepared jointly.
- B. DEVELOPER agrees that this Agreement shall be binding and inure to the benefit of DEVELOPER'S respective Heirs, Executors, Administrators, Successors, and Assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

FOR THE BOROUGH OF CHALFONT:

ATTEST:

BY: _____

Borough Secretary

FOR _____ :

BY: _____
