



## **WARRINGTON TOWNSHIP**

### **MINOR DEVELOPMENT AND CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the TOWNSHIP OF WARRINGTON, Bucks County, Pennsylvania, a Township of the Second Class (the "TOWNSHIP"), with offices at 852 Easton Road, Warrington, PA 18976 and \_\_\_\_\_, the APPLICANT, located at \_\_\_\_\_.

**WHEREAS**, TOWNSHIP and APPLICANT desire to execute this Agreement in order to obtain a building permit from WARRINGTON TOWNSHIP for the property located at \_\_\_\_\_ and further identified as Tax Map Parcel No. \_\_\_\_\_.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and intending to be legally bound, in accordance with the Uniform Written Obligations Acts of Pennsylvania and in consideration of other good and valuable consideration, APPLICANT and TOWNSHIP hereby promise, covenant and agree as follows:

1. APPLICANT simultaneously herewith has deposited a minimum escrow of \$1000.00, or a greater amount if deemed necessary by the Township Manager. The APPLICANT agrees to pay the amounts invoiced by the township consultants plus an administrative fee of ten percent (10%). The APPLICANT agrees to post sufficient funds with each monthly invoice to reimburse the TOWNSHIP and maintain the minimum escrow balance specified above.

2. If APPLICANT shall fail to deposit funds as and when specified in this AGREEMENT, the TOWNSHIP may instruct its consultants to cease providing services, and the TOWNSHIP may take any necessary action to recover its costs. Any amounts received by the TOWNSHIP in excess of the costs actually incurred plus ten percent (10%) administrative fee, including the costs of inspections, all engineer's and attorney's fees and all other costs actually incurred in the completion of the project will be returned by the TOWNSHIP to APPLICANT upon completion of all work. However, if the costs actually incurred by the TOWNSHIP exceed the amount of money received from the TOWNSHIP by

APPLICANT, then APPLICANT shall be liable to TOWNSHIP for said excess costs and pay the same forthwith to TOWNSHIP upon demand.

3. The hereby AGREES to abide by the Policy on Building Permits and Minor Development Agreements as approved by the Warrington Township Board of Supervisors at a public meeting on October 22, 2013. A copy of this policy is attached hereto as Exhibit A and incorporated into this AGREEMENT by reference.

4. This AGREEMENT shall be binding on TOWNSHIP and APPLICANT and their respective successors and assigns and shall be construed under the laws of the Commonwealth of Pennsylvania.

5. This AGREEMENT and EXHIBIT A contains the entire agreement of the parties and may not be amended except by an agreement reduced to writing and signed by the TOWNSHIP and APPLICANT, oral amendments being of no force and effect.

**IN WITNESS WHEREFORE**, TOWNSHIP and APPLICANT have hereunto set its hands and seals the day and year first above written.

**ATTEST:**

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

**Applicants (print)**

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

**Applicants Signature**

**AND**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Timothy J. Tieperman, Township Manager**

**EXHIBIT A**  
**POLICY ON BUILDING PERMITS AND MINOR DEVELOPMENT AGREEMENTS**



## **WARRINGTON TOWNSHIP POLICY ON BUILDING PERMITS AND MINOR DEVELOPMENT AGREEMENTS**

### ***Purpose***

The purpose of this policy is to outline the procedures for receiving and processing building permit applications and the posting of escrow when necessary. This policy supersedes all previously written documents or unwritten Township policies regarding the issuance of building permits.

### ***General Guidelines***

The policy's intent is to provide direction to Township officials to ensure that all builders in the Township, large or small, follow basic best management practices during the building process. The goal is not to impose more onerous regulations on local business and entrepreneurs but to ensure that all workplace regulations are applied fairly and uniformly regardless of a project's size or scope.

This policy shall not apply to large projects that are already governed by major land development agreements under the Township's SALDO regulations and the Municipalities Planning Code (MPC).

### ***Best Practices Agreement***

All builders in the Township must sign a best management practices agreement before receiving a valid building permit. This agreement shall include the following list of standards:

1. Permittee(s) must obtain all necessary permits before commencing work;
2. Inspections shall be scheduled at least 24 hours in advance;
3. Unless expressly excepted in writing by the Township, work hours shall be 7 a.m. to 7 p.m. Monday through Saturday. (No Sunday hours);
4. Permittee(s) are responsible for backfilling or covering all open trenches to make them safe prior to the work day's end;
5. When opening a street, permittee(s) must cover any open trenches with steel plates and place appropriate warning devices to indicate the presence of a hazard.
6. To prevent unauthorized public access after work hours, permittee(s) must employ all appropriate safety measures to secure the site such as fencing or other barriers;
7. Permittee(s) may not store construction materials on the street. These include but are not limited to dumpsters, lumber, drywall and other related debris.

8. The project must not impede normal parking and must allow for easy passing of all traffic including emergency apparatus;
9. The permittee(s) must maintain the project site in accordance with the approved Erosion and Sediment Control Plan and with the approved General Permit for Discharges of Stormwater Associated with Construction Activity (NPDES)(if applicable).
10. The permittee(s) must employ all efforts to keep the site clean and sightly for adjacent neighbors;
11. Permittee(s) must post a minimum \$1000 escrow with the Township – and replenish it accordingly – if any one (1) of the following circumstances apply:
  - a. The project involves the breaching of a street or any other publically-owned infrastructure;
  - b. The project requires special inspection by the Township engineer or other specialized inspections services such as stormwater facilities, curb, sidewalk or pavement restoration.
  - c. The project requires a special legal review by the Township Solicitor

The Township Manager or his designee shall have the authority to set the escrow amount but the initial amount shall not be less than \$1000. Upon the project's completion, the Township shall reimburse the permittee(s) any escrow retainage.

12. Permittee(s) shall be in good financial standing with the Township and shall not be in arrears with the Township for any current or past permit fee or other special service request.

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*Approved at October 22, 2013 Board of Supervisors Meeting*