

**BEDMINSTER TOWNSHIP**  
**ZONING HEARING BOARD FEES ESCROW AGREEMENT**

*THIS AGREEMENT* made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by and between **BEDMINSTER TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 432 Elephant Road, Perkasio, PA 18944 (hereinafter referred to as "**Township**") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "**Applicant**").

*WHEREAS*, Applicant has filed an application/appeal (hereinafter referred to as the "**Application**") with the Bedminster Township Zoning Hearing Board (hereinafter referred to as the "**ZHB**"); and

*WHEREAS*, the Application involves certain real estate located at \_\_\_\_\_, also known as Bucks County Tax Map Parcel No. 01-\_\_\_\_\_, (hereinafter referred to as the "**Site**"); and

*WHEREAS*, Applicant is the legal or equitable owner of the Site or has the written permission of such owner to file the Application; and

*WHEREAS*, the ZHB is required to hold a public hearing on the Application (hereinafter referred to as the "**Hearing**") in accordance with the requirements of the Pennsylvania Municipalities Planning Code (hereinafter referred to as the "**MPC**"); and

*WHEREAS*, in accordance with the MPC, the Township has adopted reasonable fees with respect to hearings before the ZHB as part of its Fee Schedule in the form of a non-refundable fee and a cash escrow deposited with the Township (hereinafter referred to as the "**Escrow**"); and

*WHEREAS*, the funds placed in the Escrow shall be used to cover advertising costs, mailing costs, stenographic services, and other necessary administrative overhead connected with the Application, incurred by the Township and permitted by the MPC to be charged to the Applicant; and

*WHEREAS*, the funds placed in the Escrow shall not be used cover legal expenses of the ZHB; expenses for engineering, architectural, or other technical consultants; or expert witness costs, as prohibited by the MPC.

*NOW, THEREFORE*, the parties agree as follows:

1. Applicant hereby agrees to deposit with Township as the Escrow the sum of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank, in accordance with the amounts set forth in the Township's Fee Schedule for the Application. Such funds shall be deposited simultaneously with the filling of the Application and shall be held in a non-interest-bearing account by the Township. In the event that the Escrow is insufficient to pay current

Township-incurred expenses, Applicant agrees to pay the total amount currently due for Township-incurred expenses without delay, in addition to replenishing the Escrow to its original balance. Township will use its best efforts to advise Applicant of the impending likelihood that its costs have exceeded the required Escrow sums as described above.

2. Applicant hereby authorizes the Township to use the funds in the Escrow to cover advertising costs, mailing costs, stenographic services, and other necessary administrative overhead connected with the Application, incurred by the Township. Such use of these funds shall be in strict compliance with the requirements of the MPC.

3. Applicant and Township agree that all unused portions of the Escrow shall be returned to Applicant upon the final, unappealable conclusion of the Hearing and Application, and all Township expenses, costs, charges, and fees as set forth in Paragraph 2 above have been paid.

4. Applicant and Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement, or construction of the buildings as proposed on the Application. Applicant agrees and acknowledges that no permit, occupancy or otherwise, or recordable plans, shall be released by Township until all outstanding expenses, costs, charges, and fees as set forth in Paragraph 2 above have been paid in accordance with this Agreement.

5. Applicant may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the Application and is withdrawing the Application and any actions related thereto. Upon receipt of such written notice by Township, Applicant shall only be liable to the Township for the Township expenses, costs, charges, and fees incurred prior to the end of this 15 day notice period.

6. If Township determines that a violation of the terms of this Agreement has occurred, it shall give written notice to Applicant of such violation and demand corrective action sufficient to cure the violation. If Applicant 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 to enforce 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. All reasonable costs incurred by Township in enforcing the terms of this Agreement against Applicant, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by Applicant, if Township prevails.

**In addition, if Applicant is in violation of this Agreement, it specifically waives any right it may have to claim a deemed approval concerning the Application.**

7. No one other than the parties to this Agreement shall be construed to be a beneficiary under this Agreement. Applicant's right to payment, if any, shall be subject and subordinate to the terms and provisions of this Agreement. The parties to this Agreement acknowledge and Applicant agrees and covenants that in case of either voluntary or involuntary bankruptcy of Applicant, the

Escrow is not considered to be a part of the estate of Applicant, but a separate escrow in the name of Township, subject, nevertheless, to the terms and conditions contained within this Agreement.

8. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Applicant. Applicant shall provide Township with at least thirty (30) days advance written notice of any proposed assignment of Applicant's rights and responsibilities under this Agreement.

9. Applicant and Township acknowledge that this Agreement represents their full understanding as to the Escrow. This Agreement sets forth the entire understanding between the parties and any representations, oral or written, not contained therein are without effect.

10. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of Bedminster Township. Applicant 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.

11. 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.

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*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.

**APPLICANT:**

\_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_

**TOWNSHIP:**

**BEDMINSTER TOWNSHIP**  
**BOARD OF SUPERVISORS**

\_\_\_\_\_  
Morgan Cowperthwaite, Jr.

\_\_\_\_\_  
Mark W. Schmidt

\_\_\_\_\_  
Glenn A. Wismer

Date: \_\_\_\_\_