

**LOWER SAUCON TOWNSHIP
TEMPORARY CERTIFICATE OF OCCUPANCY
AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20____, by and between **LOWER SAUCON TOWNSHIP**, a Township of the Second Class, with principal offices located at 3700 Old Philadelphia Pike, Bethlehem, Pennsylvania, (hereinafter referred to as “TOWNSHIP”),

AND

(Name),
of _____
(Address), (hereinafter referred to as “BUILDER”),

AND

(Name),
of _____
(Address), (hereinafter referred to as “OWNER”)

WITNESSETH:

WHEREAS, the TOWNSHIP has adopted Ordinance #2005-02, as amended, more commonly known as the Lower Saucon Township Earth Disturbance Ordinance; and

WHEREAS, said Ordinance #2005-02 mandates that certain grading, lawn and driveway improvements be installed prior to the Township issuing a permanent Certificate of Occupancy; and

WHEREAS, BUILDER and OWNER have requested that the TOWNSHIP issue a Temporary Certificate of Occupancy prior to the installation of said improvements; and

WHEREAS, the TOWNSHIP has agreed to issue a Temporary Certificate of Occupancy subject to the conditions contained herein.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. The “Whereas” clauses above mentioned are incorporated herein by reference as if fully set out and, further, form part of the parties’ agreement.

2. The TOWNSHIP agrees to issue a Temporary Certificate of Occupancy for the property known as _____ (Address), at the request of BUILDER and OWNER subject to the conditions contained herein. OWNER shall deposit with the Township \$_____ to guarantee the installation of any and all improvements necessary prior to the issuance of a final Certificate of Occupancy.

3. BUILDER and OWNER hereby agree that the improvements listed on Exhibit “A” and as quantified by the “Schedule of Values” attached hereto and incorporated herein by reference shall be installed at the property referenced above by _____ (Date).

4. In the event that the improvements listed on Exhibit “A” and as quantified by the “Schedule of Values” are not installed by _____ (Date), BUILDER and OWNER hereby acknowledge that the Temporary Certificate of Occupancy shall be automatically revoked without further action by the TOWNSHIP.

5. In the event that the Temporary Certificate of Occupancy is revoked pursuant to paragraph 4 above, OWNER shall be deemed in violation of Ordinance #2005-02 and will be subject to all penalties and enforcement described therein.

6. Any and all costs incurred by the TOWNSHIP in completing the improvements shall be reimbursed to TOWNSHIP by the OWNER within thirty (30) days of receipt of the TOWNSHIP’S invoice. In the event that OWNER fails to reimburse those costs within thirty (30) days, OWNER hereby agrees and authorizes TOWNSHIP to file a municipal lien against the property referenced in paragraph #2 above.

7. TOWNSHIP hereby agrees to issue a permanent Certificate of Occupancy to OWNER upon the satisfactorily completion of the improvements depicted on Exhibit “A” and as quantified by the “Schedule of Values”.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written intending to be legally bound.

ATTEST:

LOWER SAUCON TOWNSHIP

WITNESS:

BUILDER

OWNER

EXHIBIT A

Certificate of Occupancy Checklist

- Third Party Inspection Approval
- Water Testing Results (If Well)
- Sewage Permit Signoff / Hook-up Signoff
- 70% Ground Cover Germination
- Property Monumentation
- Driveway Pave 20' past R.O.W.
- As-built (If Required) (Minimum of F.L.E.P.)
- Storm Sewer Requirements Met
- Conditions of Building Permit Satisfied (If Applicable)

Date of Site Inspection _____

Site Name / Location _____

Tax Parcel _____

Inspector _____

SCHEDULE OF VALUES

Description	Quantity	Unit Price	Total Cost
1. Seeding / Stabilization	_____ (SY)	\$2.00	\$ _____
2. Silt Fence	_____ (LF)	\$3.00	\$ _____
3. Driveway Entrance Paving (20' past ROW)	_____ (SY)	\$20.00	\$ _____
4. Property Monumentation (Pins)	_____ (EA)	\$100.00	\$ _____
5. Property Monumentation (Concrete Mon.)	_____ (EA)	\$150.00	\$ _____
6. Erosion Control Matting	_____ (SY)	\$3.00	\$ _____
7. As-built Survey	_____ (LS)	\$ _____	\$ _____
8. _____	_____ (LS)	\$ _____	\$ _____
9. _____	_____ ()	\$ _____	\$ _____
10. _____	_____ ()	\$ _____	\$ _____
11. _____	_____ ()	\$ _____	\$ _____
12. _____	_____ ()	\$ _____	\$ _____
TOTAL			\$ _____

APPROVAL:

Township Engineer _____

Date _____

Zoning Officer _____

Date _____