

this application is for sections # _____, _____, and _____; with _____ (number of) lots.
 There will be approximately _____ lineal feet of new streets built in this section with the following names:
 (List on page 2)

(continued from page 1)

New street names: _____, _____, _____, _____,

The following existing streets will have to be widened: _____, _____

The Deed restrictions, especially those to be established, in excess of Township Zoning Requirements, will be:

The improvements contemplated, will include in Section # _____, the following:
 (Use back of page 3 for details of other sections.)

	Units	Est. Cost
Streets		
Widening of existing streets		
Curbs, if any		
Sidewalks, if any		
Park Land, if any		
Street lighting, if any		
Storm Drainage		
Water supply and fire hydrants		
Sewage Disposal		
Monuments		
Shade trees		
Etc.		
TOTAL EST. COST		

Other special features:

It is proposed to use _____ and _____
 and _____ as contractors or sub-contractors for the Improvement Construction.

Recreational areas, parks, play areas, additional rights-of-way, etc. as may or may not be dedicated for public use are as follows:

It is desired to start work by _____ and to have it completed in _____ months.

Fees received from applicant:

PRELIMINARY PLANS (MAJOR SUBDIVISIONS)

	<u>FEE</u>	<u>ESCROW*</u>
3 to 5 lots/units	\$1,565.00	\$ 5,625.00
6 to 10 lots/units	\$2,500.00	\$ 8,125.00
11 to 15 lots/units	\$4,065.00	\$10,315.00
16 to 20 lots/units	\$5,625.00	\$12,190.00
21 to 50 lots/units	\$7,190.00	\$15,625.00
51 or more lots/units	\$8,750.00	\$19,375.00

*Applicants shall execute a Professional Services Agreement with the Township to establish a professional services escrow account for expenses incurred by the Township for professional consultants as permitted by the Pennsylvania Municipalities Planning Code. Fees for professional consultants shall be charged to the applicant at the same hourly rate as the consultants charge the Township.

The professional services escrow account must be replenished within fifteen (15) days from receipt of written notice by the Township when it is depleted to fifty (50%) of the original amount and further costs are expected to be incurred by the Township. A 12% administration fee will be added to all invoices.

Any unused escrow account balance will be refunded to the applicant upon written request within twelve (12) months of the final hearing. Escrow funds not returned to the applicant within the twelve (12) month period following project completion shall be forfeited to the Township.

**NEWTOWN TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT MUST BE COMPLETED AND SIGNED BY THE DEVELOPER/APPLICANT PRIOR TO SUBMISSION OF THE SUBDIVISION/LAND DEVELOPMENT APPLICATION AND PLANS, SKETCH PLANS, CONDITIONAL USE APPLICATIONS OR ANY OTHER SUBMISSION WHICH REQUIRES TOWNSHIP CONSULTANT REVIEW.

THIS AGREEMENT made this _____ day of _____, A.D., 2007, by and between **NEWTOWN TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 100 Municipal Drive, Newtown, PA 18940 (hereinafter referred to as “**Township**”) and _____, of _____ (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing Bucks County Tax Map No. 29-_____, located at _____, within the _____ Zoning District; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land development, building development or sketch plans or conditional use applications, or has applied for a building permit to the Township; and

WHEREAS, the Developer has requested and/or required the Township approval and/or review of its proposed plans, and the Township is willing to authorize its professional consultants to review said plans and/or proposals upon execution of this agreement, and upon deposit of an escrow account according to the current Newtown Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township’s professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code to review

Developer's plans or proposals to use its property, and to make such recommendations and specifications as may be necessary with respect to such plans in accordance with all applicable Township ordinances, and State and Federal rules and regulations.

2. The Developer and Township acknowledge that the Township will incur costs and fees relating to the review of Developer's plans by its professional consultants, and Developer agrees to pay and/or reimburse the Township for such costs in accordance with this agreement.

3. The Developer shall pay the professional consultant's charges and fees for the following: (a) review of any and all development plans, proposals, studies, or other correspondence relating to the development; (b) attendance at any and all meetings relating to Developer's plan or proposal; (c) preparation of any studies, reports, engineered plans, surveys, appraisals, legal documents, or other correspondence relating to Developer's plan or proposal; and (d) a monthly administrative charge of twelve percent (12%) of Township incurred expenses relating to the administration of this agreement. It is understood by the execution of this agreement that the Developer specifically accepts the Fee Schedule currently in effect in the Township.

4. The Developer hereby agrees to deposit with the Township the sum of _____ Dollars (\$_____), payable as cash in U.s. Dollars or check drawn on a Pennsylvania bank, as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this agreement, which shall be held in a non-interest-bearing account by the Township.

In the event that the above deposited escrow fund shall fall below fifty percent (50%) of the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to re-

establishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

5. Developer and Township agree that upon completion of the Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager. If the plan or proposal constitutes a subdivision or land development for which a Development and/or Financial Security Agreement is required by the Township, Developer shall execute a new Development Agreement which will estimate the professional consultant's costs for the period governing the beginning of construction through the end of dedication. The parties acknowledge and agree that any new Development Agreement shall provide a schedule for periodic release of professional consultant fees for the construction and dedication phase of the project.

6. Developer and Township acknowledge that the Newtown Township Subdivision and Land Development Ordinance and appropriate fee schedules require Developer to pay Township's professional consultant fees relating to this plan or project, and in the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make the initial deposit payment described above within five (5) days of the date of this agreement, Developer shall be in default of this agreement and in violation of the above Sections of the Subdivision and Land Development Ordinance. Developer further agrees that submission of various conditional use approvals or sketch plans require by the terms thereof execution of a Professional Service Agreement.

In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this agreement are strictly met by Developer. Moreover, final conditional use approval

or further review of sketch plans may be denied or delayed until such time as the terms of this agreement are strictly met by Developer.

7. Developer and the 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 Developer's final plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, or recordable liens, shall be released by the Township until all outstanding professional consultant fees and costs are paid to the Township, and provided that the Developer is not in default under this agreement.

8. The Developer 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 development as set forth on the plan and upon receipt of such written notice by the Developer to the township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

9. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both, in its sole discretion, for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

10. The Developer and the Township acknowledge that this agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a

subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the parties agreement and escrow fund established under this contract.

11. This agreement shall be binding on and insure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

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.

NEWTOWN TOWNSHIP:

By: _____
Authorized Signature

Date: _____

DEVELOPER:

Signature

Name(*Please print*):

Date: _____