

NEWTOWN TOWNSHIP
AGREEMENT
(Sketch Plan Review)

This agreement made this _____ day of _____, 20____, by and between _____ of _____ (hereinafter called “Developer”) and Newtown Township of the Second Class, with offices at 100 Municipal Drive, Newtown, PA , 18940 (hereinafter called “Township”).

BACKGROUND

1. Developer has submitted a sketch plan entitled The Plan of _____ which it has requested that the Township review.
2. The Township and the Developer have mutually agreed that it would be helpful to have the plans reviewed by the Township Planner, and, if requested by the Developer and/or the Township Planner, by the Township Engineer and Township Solicitor.
3. The Developer is willing to guarantee payment to the Township for its out of pocket costs for the sketch plan review recognizing the advantage to the Developer by having a thorough review at the sketch plan stage before the Developer undertakes the major cost involved in preparing preliminary plans.

NOW THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound, the parties hereto hereby agree as follows:

1. Developer shall guarantee payment to Township for all out of pocket costs incurred in the review of its sketch plan, i.e., the Township Planner, and, if specifically requested by Developer, the Township Solicitor and the Township Engineer, all at the

standard rates which they charge the Township, plus twelve percent (12%) for administrative costs within thirty days of receiving an invoice for the costs.

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.

2. The Developer acknowledges that the plans being reviewed by the Township are sketch plans and that the Township is under no duty to approve or deny the plans and that there are no time limits for review of the plans. Developer may or may not choose to eventually submit preliminary plans to the Township.

The time limit for reviewing preliminary plans will begin with an application and the plans are filed with the Township in conformity with the Township's Zoning and

Subdivision Ordinances, the filing fee is paid and the application plans and filing fee are accepted by the Township for filing.

3. Sketch plans shall only be referred to the Township Planner for review upon request of the Newtown Township Planning Commission or the Developer after approval by the Township Board of Supervisors. Nothing contained herein shall be interpreted to prevent the Developer from contacting the Township Planner with questions about the EIA report or interpretation of the Township's ordinance.

4. Either party may terminate this Agreement on one weeks written notice in which event Developer will be responsible for reimbursing the Township's out of pocket costs plus the twelve percent (12%) administrative fees incurred up to and including the date of termination.

5. The Applicant/Developer's signature represents agreement to comply with the provisions of the Professional Services Agreement requirements.

IN WITNESS, whereof the parties hereto intending to be legally bound, have hereunto set their hand and seals the day and year first written above.

APPLICANT/DEVELOPER

Attest:

NEWTOWN TOWNSHIP
BOARD OF SUPERVISORS

Joseph Czajkowski, Township Manager

Board of Supervisors Chairman