

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Township of Palmer, a municipal corporation and Second Class Township, with offices located at 3 Weller Place, Palmer, PA 18045 (hereinafter referred to as “**Township**”),

AND

_____ (hereinafter referred to as “**Developer**”), with an address of _____.

WITNESSTH

WHEREAS, the **Developer** has submitted an application for _____ for the property located at _____ in Palmer Township and identified by Northampton County tax parcel identifier number(s) _____, which requires review and/or approval from the **Township**; and

WHEREAS, the **Township** has certain submission requirements related to plan and/or application review, pertaining to subdivision plans, land development plans, site plans, conditional use applications, and zoning amendment requests; and

WHEREAS, the **Township**’s review of the application and time for rendering a decision on the application are also subject to the time requirements set forth in the Palmer Township Subdivision and Land Development Ordinance, Palmer Township Zoning Ordinance and Pennsylvania Municipalities Planning Code (hereinafter referred to as “**MPC**”) unless the applicant has agreed in writing to an extension of time; and

WHEREAS, the parties wish to provide for the appropriate payment of funds into an escrow account in the **Developer**'s name managed by the **Township** to allow for the payment of all fees, costs and expenses incurred by professional consultants, engineers and attorneys representing the **Township** in connection with the review of the application and associated plans:
and

NOW THEREFORE, intending to be legally bound hereby, for other good and valuable consideration, the parties hereto agree as follows:

1. All "Whereas" clauses above are incorporated herein by reference.
2. The **Developer**'s application shall be initially reviewed by the appropriate representatives of the Township Planning Department and/or the Township Engineer immediately upon submission for completeness. Where the application fails to provide any and/or all materials required for review of the application by the **Township**, including but not limited to a complete and full set of plans, a completed application form, a signed copy of this agreement, the required application fee as set forth herein, and an initial escrow retainer as set forth herein, the application shall be deemed incomplete by the **Township**. The **Developer** shall be notified by the **Township** of the reason for the incompleteness. In the event the application is deemed incomplete by the **Township**, the **Developer** agrees that any applicable time period for review, holding a public hearing and/or time deadline for rendering a decision on the plan shall expressly be waived by the **Developer** and the time period for rendering a decision shall not commence until the application is complete.
3. The **Developer** shall be responsible for the payment of all professional consultant fees, including, but not limited to, all costs, expenses, engineering fees and attorney fees incurred by

the **Township** in connection with the review and comments on the **Developer's** application for subdivision, land development, site plan review, conditional use, and/or zoning amendment.

4. Contemporaneously with the submission of an application for subdivision, land development, site plan review, conditional use, and/or zoning amendment, the developer shall pay the sum of _____ and 00/100 dollars (\$ _____ .00) to the **Township** as an application fee, as set forth on the fee schedule established by the **Township**, as attached hereto and marked as "Exhibit A".

5. Contemporaneously with the submission of an application for subdivision, land development, site plan review, conditional use, and/or zoning amendment, the developer shall post an initial sum of _____ and 00/100 dollars (\$ _____ .00) to the **Township** in order to establish an escrow account with the **Township** for payment of all professional consultant fees, costs and expenses which are incurred by the **Township** in connection with the professional consultant's review of the application, including, but not limited to, those fees and expenses incurred by the Township Solicitor and Township Engineer(s), as set forth on the fee schedule established by the **Township**, as attached hereto and marked as "Exhibit A". These costs may include, but are not limited to: (1) costs, expenses and attorney fees incurred for the professional review, observation and/or inspection of all documentation submitted by the **Developer**; (2) any application, permit fees and/or third party inspection fees and/or costs incurred by the **Township** in conjunction with the Development improvements; (3) costs, expenses and fees incurred in the preparation and enforcement of all pertinent improvement agreements and maintenance agreements; and (4) costs, expenses and attorney fees incurred in enforcing the ordinances and regulations of Palmer Township and statutes of the Commonwealth of Pennsylvania in conjunction with or arising from the said

Development and Development improvements. If the **Township** shall enforce the provision of this Agreement in any court against the **Developer**, the **Township** shall be entitled as part of any court judgment to be reimbursed for all costs, expenses and attorney fees incurred in connection with the enforcement process. The terms of this Agreement are not intended to preempt or supersede any subsequent improvements agreement or maintenance agreement entered into by the Developer with the Township and shall be used in conjunction with the same.

6. The sums so paid into escrow shall be replenished by the **Developer** from time to time, as and when determined by the **Township**, to assure that adequate funds are always on hand for the purpose intended until the last required maintenance period has expired in conjunction with the applicable improvements agreement and maintenance agreement, unless otherwise indicated in said agreements by the parties.

7. If and/or when the initial sum posted in the escrow account maintained by the **Township** falls below fifty percent (50%) of the original amount posted, the **Developer** shall replenish the escrow in the amount requested by the **Township** within ten (10) days of the date the **Township** sends the **Developer** notice as to the additional escrow amount being due. If the escrow account is not replenished within the ten (10) days after receiving notice from the **Township**, the **Township** shall cease all work and/or associated review of the **Developer's** then pending applications for subdivision, land development, site plan review, conditional use, zoning amendment, and/or Development improvements until the escrow account has been replenished. In the event the **Developer** fails to replenish the escrow account within the ten (10) days and the **Township's** review of the application has stopped, the **Developer** agrees that any applicable deadlines for rendering a decision on the plan or application or holding a public hearing on the application as set forth in the applicable ordinances of Palmer Township or the applicable

provisions of the MPC shall be extended thirty (30) days beyond the current deadline. The **Township** reserves the right to deny approval of the **Developer's** application for failure to pay the required funds into escrow as called for in the **Township's** ordinances and this Agreement. This provision shall not in any way limit the **Township's** rights and remedies afforded to it through the applicable ordinances of Palmer Township, the Second Class Township Code, the MPC, the laws of this Commonwealth, and the common law.

8. The **Developer** further agrees and acknowledges that if and/or when the escrow account maintained by the **Township** is reduced to a negative balance, the escrow replenishment request by the **Township** shall include replenishment of funds to bring the account current and an additional escrow retainer, in an amount to be determined by the **Township**. The **Developer** further agrees that unless and/or until the escrow account is fully replenished, the **Township** staff, and its professional consultants shall cease all review and consideration of the application and/or construction administration. The **Developer** further agrees to waive any challenges to the deadline provisions contained herein.

9. After payment of any and all associated and/or outstanding review fees, upon conclusion of all professional consultant review of all issues related to the plan approval and construction, the balance left in said escrow account shall be refunded to the **Developer**, with interest if applicable.

10. The **Developer** acknowledges that the **Township** has and does rely upon each and every term, paragraph, representation, covenant and provision of this Agreement as an inducement to enter into this Agreement.

11. The **Developer** hereby certifies and represents to the **Township**, and the **Township** hereby relies on such certification and representation, that said **Developer** has received proper

legal advice and is aware of the entire impact of this Agreement and further understands each and every provision.

12. The above terms and conditions are accepted and agreed upon. Further, by signing this Agreement confirming acceptance of the above terms, the undersigned hereby verifies that he has the authority and power to bind _____ as a “Landowner/Developer” as defined by the MPC.

13. The place of execution, contract and performance is mutually agreed to by the Township of Palmer, Northampton County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be properly executed the day and year first above written.

ATTEST:	TOWNSHIP OF PALMER	DATE
_____	BY: _____ Robert A. Williams Township Manager	_____

ATTEST:	DEVELOPER	DATE
_____	BY: _____	_____
	Print Name: _____	
	Title: _____	