

**LOWER ALLEN TOWNSHIP REVIEW & PROCESSING AGREEMENT
FOR SUBDIVISION AND LAND DEVELOPMENT PLANS**

THIS AGREEMENT made this _____ day of _____, 20____ by and between **LOWER ALLEN TOWNSHIP**, a Pennsylvania municipality having its principal office at 2233 Gettysburg Road, Camp Hill, Pennsylvania(“Township”), AND

(Name of Applicant)

(Address of Applicant)

(“Applicant”).

Pertaining to a Subdivision or Land Development Plan identified as

_____ SLD # _____
(Title of Plan and Application Docket Number)

WITNESSTH:

WHEREAS, Applicant has submitted a Plan for review and approval by the Township in accordance with the Subdivision, Land Development, Stormwater Management and Zoning Ordinances of Lower Allen Township, contained in Chapters 192, 184 and 220 of the Codified Ordinances of Lower Allen Township, 1997 as amended (“Ordinances”); and

WHEREAS, Section 192-8 of the Ordinances authorizes the establishment of fees and charges relating to filing and review of Subdivision/Land Development Plans; and

WHEREAS, Section 192-8 of the Ordinances authorizes the establishment of reasonable and necessary fees and charges related to review of Subdivision/Land Development Plans by the Township's professional consultants and/or Township Engineer; and

WHEREAS, the Township has, by annual Resolution, adopted a fee schedule as prescribed by Section 192-8 of the Ordinances; and

WHEREAS, the Applicant acknowledges receipt of said Ordinances and fee schedule.

NOW, THEREFORE, in consideration of payments and agreements hereinafter made, the parties hereto intending to be legally bound hereby, it is mutually agreed as follows:

1. On or prior to the date of this Agreement, Applicant has deposited with Township, the receipt whereof is hereby acknowledged, the sum of _____ dollars, which shall be held by the Township, without interest, for application by the Township to or towards the following costs chargeable against it in the performance of this agreement:
 - a. Cost of any required public hearings
 - b. Cost of filing, processing and reviewing Plans by Township Staff
 - c. Cost of reviewing Plans by Township Engineer or other professional consultant
 - d. Cost of engineering services related to meetings, inspections and other verification, regarding installation of required improvements
2. In the event that the Applicant elects to provide separate payment for engineering services related to the cost of meetings, inspections and other verification, regarding installation of required improvements, in accordance with Section 192-47 of the Ordinances, Applicant agrees to deposit the additional sum of _____ dollars as a condition of Plan approval.
3. Any other review or permit fees associated with processing of this Plan (i.e. PennDOT Highway Occupancy Permit, PA DEP Permits, PA DEP Planning Module for Land Development, Cumberland County Planning Commission SD/LD Plan review, Cumberland County Conservation District E & S control plan review) are not included within the scope of this Agreement, and remain the direct responsibility of Applicant.
4. Disputes regarding reasonable and necessary fees charged by the Township Engineer or other professional consultants shall be resolved in the manner prescribed by Section 192-8 of the Ordinances.
5. If the aforesaid deposits are insufficient to cover the charges of the Engineer or other consultant to the Township for the foresaid service rendered or any other engineering or consulting services rendered relating to the Plan, Township shall bill Applicant for such deficiency. Applicant shall pay Township the amount of such bill. If the foresaid deposits exceed said charges of the Engineer or consultant to the Township, the balance remaining shall be refunded to the Applicant without interest after final release by the Board of Commissioners of any security posted with respect to maintenance or repair of the improvements required by Section 192-50.
6. Failure of the Applicant to make any required deposit or to pay bill submitted under this Agreement within the time specified in this Section 192-8 shall be a reason for disapproval of the Plan or revocation of any construction or zoning permit issued to Applicant or Applicant's heirs, successors, or assigns, except in the event of a dispute with the respect thereto as set forth in Section 192-8.
7. This agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be. All assignments are subject to prior written approval of the Township.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be duly executed as of the day and year above written.

ATTEST
(Corporate Seal)

LOWER ALLEN TOWNSHIP

Secretary

By _____
(Vice) President

ATTEST:

Secretary/Assistant Secretary

Name of Corporation-Applicant

(Vice)President

(AFFIX CORPORATE SEAL)

WITNESS:

Signature of Individual-Applicant
Trading and Doing Business as:

WITNESS:

Partnership-Applicant

By _____ (SEAL)
Partner

By _____ (SEAL)
Partner