

ORDINANCE NO. 99-06

ALL ORDINANCE OF THIS TOWNSHIP OF WEST PIKELAND, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE WEST PIKELAND TOWNSHIP SUBDIVISION ORDINANCE NO 15 OF FEBRUARY 18, 1997, AMENDING SECTION 401 FEES.

WHEREAS, SECTION 503 of the Municipal Planning Code authorizes that a Township may charge review fees including “reasonable and necessary charges by the municipality’s professional consultants or engineer for review and report thereon to the municipality,”

THEREFORE, the Board of Supervisors of West Pikeland Township, County of Chester, Commonwealth of Pennsylvania hereby and enact:

Section 1. Section 401 – Fees shall hereby be amended to read:

- A. Subdivision and Land development applicants shall, in addition to the application fee, pay to the Township, the amounts expended or incurred by the Township in connection with any necessary review by the township’s professional consulting Engineer.
- B. Subdivision and Land Development application fees and initial escrow deposits for plan review and processing shall be fixed by the Board of Supervisors by Resolution. In addition to such fees and escrow deposits, all disbursements by the Township incident to plan review, approval and processing in excess of the amount required by escrow deposits, and all inspections of construction, including but not necessarily limited to engineering fees, land planning consultants, inspection fees, costs of materials or site testing and any maintenance costs prior to the acceptance of improvements by the Township, shall be reimbursed, as billed at the actual costs. In addition, any legal fees incurred by the Township in excess of review of the Township's standard forms shall be reimbursed in the same manner.
- C. All such reimbursements for costs expended prior to establishment of the applicants performance guarantee shall be made prior to issuance of any permits. All such reimbursements for costs expended during construction shall be paid out of escrow funds established as the performance guarantee, on a monthly basis.
- D. The amount of these review and inspection fees shall be fixed by resolution of the Board of Supervisors, but shall not exceed the rate or cost charged by the engineer or other consultant, as applicable, to the Township, when fees are not reimbursed by or charged to applicant.
- E. If problems arise requiring more extensive involvement of the Township Engineer, any resulting costs that exceed the initial fee will be assessed the permittee.

Section 2.

Saving Clause

Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 3

Severability

The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, sentences, clauses, parts at provisions of this Ordinance, It is hereby declared to be the intent of the Board that this Ordinance would have been adopted as if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 4

Date Of Effect

This Ordinance shall become effective five (5) days from the enactment hereof.

ENACTED and **ORDAINED** this _____ day of _____, 1999 by the Board of Supervisors of West Pikeland Township.

West Pikeland Township
Board of Supervisors

Chairman

Date:

ATTEST: _____
Secretary

Vice Chairman

Member

RESOLUTION 99-17

**West Pikeland Township
Engineering Fee Resolution**

WHEREAS, The Municipalities Planning Code (**MPC**) authorizes the imposition of review fees for the Township's professional consultants in connection with review and reporting to the Township on subdivision and land development plans and;

WHEREAS, such review fees shall be in accordance with the customary and ordinary charges by such consultants for similar services in the community; and

WHEREAS, the West Pikeland Township Subdivision and Land Development Ordinance requires the establishment of an initial escrow deposit in connection with the collection of such review fees and administrating the reimbursement therefore;

NOW THEREFORE, be it resolved that:

1. Review fees shall be at the same rates as are actually billed by the Township's consultants in connection with the review and processing of Subdivision and Land Development Plan required in connection therewith, together with any interest, costs, or other charges of such consultants not to exceed the rates charged for such reviews by and consultants when not being performed for the township and reimbursed by an applicant. The fees payable for services of the Township Solicitor shall be billed at the solicitor's regular rates established annually. Such review fees by the Township Engineer shall be as billed by the Township Engineer at its regular rates, as shown on schedule attached with and revised from time to time. Review fees of other consultants shall be billed to the applicant at the rate actually charged to the Township which shall be determined in advance of any requested review and shall not in any event exceed consultant's regular rate for review fees for similar services to municipalities in the Chester County.
2. In accordance with the Township Subdivision and land Development Ordinance the subdivision/land development application shall be required to deposit funds in escrow with the Township in connection with such review. Such escrow funds shall be paid to the Township at the same time, as the initial application fee is required to be paid and before processing of the applicant's plans. The escrow fund shall be paid and established in accordance with the following schedule which may be revised from time to time by the Board of Supervisors.

\$500.00 per lot with a maximum of \$7,500.00 posted at any one time
\$ _____ for any non-residential development plus \$ _____ per
each 5,000 sq. ft. of gross building floor area over 5,000 sq. ft.

3. For any other type of plan review of supplementary plans, documents or studies in connection therewith, an additional escrow deposit may be required based upon the recommendations of the Township Solicitor, Engineer or other reviewing consultant.
4. At the time of application, the applicant for a subdivision or land development shall be required to execute and escrow funds together with all other required application fees.

Resolved this _____ day of _____, 1999.

West Pikeland Township
Board of Supervisors

Chairman

Date:

ATTEST: _____
Secretary

Vice Chairman

Member

**WEST PIKELAND TOWNSHIP CASH ESCROW AGREEMENT FOR PLAN REVIEW
FOR SUBDIVISION OR LAND DEVELOPMENT**

THIS AGREEMENT, made this _____ day of _____, 1999, by and between West Pikeland Township, Chester County, Pennsylvania ("Township"), and _____ of _____ (Developer").

WITNESSETH:

WHEREAS, Developer contemplates subdivision of and/or construction of certain improvements to real estate situated in the Township of West Pikeland Township and simultaneously herewith is submitting preliminary plans for approval thereof; and

WHEREAS, the consideration of said plans and improvements will require the expertise of professional personnel of said Township including, but not limited to, the Township Engineer and Township Solicitor in connection with the consideration of such said plan; and

WHEREAS, the Township's Subdivision and Land Development Ordinance requires that the Developer furnish an escrow fund for the use and benefit of the Township to guarantee Developer's payment for said services as are required.

NOW, THEREFORE, in consideration of Township relying upon the terms of this Escrow Agreement as security, and intending to be legally bound:

1. Developer hereby authorizes the Township's Consulting Engineer, and/or, if so directed by the Planning Commission, any Land Planner, Traffic Consultant or other professional consultant whose review is deemed necessary to review Developer's site and plans and to prepare a report of same for Township as may be required in order to process the preliminary plans and final plans, and any modifications thereto and any tests, plans, or studies submitted or required in connection therewith.
2. Developer agrees that Township's Consulting Engineer's and/or other consultants charges and fees for review of said plans, together with legal fees and administrative costs and expenses which Township may incur in connection therewith, shall be paid from the escrow fund described in paragraph 3 below.
3. Developer hereby deposits with Township in escrow the sum of _____ Dollars (\$) as security for the payment of all costs and expenses, charges and fees, as set forth in paragraph 2 hereof which may be

incurred by Township. Neither Township, its Solicitor nor Engineer shall commence processing this application until said security deposit has been made with Township.

The amount of _____ Dollars (\$) shall be the minimum amount on deposit with Township at all times in order to pay for the aforementioned services. When the amount held in escrow is reduced below said minimum amount, Developer shall deposit such additional sum as is necessary to restore the amount held in escrow to such minimum amount within 30 days of notification or be subject to a charge of one and one-half percent (1.5%) per month on the deficit balance.

In view of the amount involved, as well as the extra administrative burden that would be imposed upon the Township to account for and disburse same, no interest shall be payable by Township on the funds being deposited, and Developer hereby waives any right he or she may have to such interest. Further, the Township shall not be required to hold the deposited funds in a separate escrow account and my commingle the funds with other funds held by the Township for similar purposes.

4. Township shall on a monthly basis submit to Developer a statement of expenses incurred against said Developer's escrow fund and shall make withdrawals therefrom and forward reimbursements accordingly.
5. The creation of the escrow herein provided for shall in no way require Township to approve the proposed subdivision or development plan of Developer either as originally submitted or as thereafter modified.
6. The escrow fund created by this Agreement and the mutual obligations of the parties hereto shall continue until one or more of the following events occur:
 - (a) Final Approval. Within sixty (60) days of proof of the recording of the final Subdivision or development plan, any balance remaining in the escrow account shall at Township's option, either be (i) refunded to Developer, or (ii) transferred to a Township escrow account to be used to pay expenses incurred by Township for the inspection of public improvements in accordance with the Pennsylvania Municipalities Planning Code.
 - (b) Voluntary Withdrawal of Plan by Developer. If Developer voluntarily withdraws the plan from Township's consideration, any balance remaining in the escrow account shall be paid to Developer with sixty (60) days, or

as soon as the Township's final tally of engineering, legal fees, etc. is ascertained, which ever comes first.

(c) Plan Denial. In the event the plan is denied by the Township and no resubmission is filed within thirty (30) days of said denial, then any balance in said account shall be paid to Developer under the stipulation noted in (b) above. Any resubmission after thirty (30) days shall require the creation of a new escrow account and execution of a new escrow agreement

7. To the extent that the amounts deposited in escrow are insufficient to pay all costs and expenses referred to in paragraph 2; Developer shall remain responsible for payment of all such amounts in accordance with the terms stated in item 3. The Township shall be entitled to collect its reasonable attorney's fees incurred for to collect any costs or expenses not paid by Developer or in accordance herewith.
8. Developer will not sell, assign or transfer in whole or in part any right, power, privilege or obligation in the escrow account or this Agreement without the prior written consent of Township. No such transfer with or without Township's consent in any way relieve Developer of his responsibilities under this Agreement and Developer's heirs, administrators, purchasers, successors and assigns shall be bound by the provisions of this paragraphs and the terms of this Agreement. Developer shall be sufficient grounds for the denial of any application for plan approval submitted in connection herewith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be exacted the month day and year aforesaid.

Witness:

DEVELOPER:

(Seal)

By: _____

ATTEST:

WEST PIKELAND TOWNSHIP

(Seal)

By: _____