

**LOWER ALLEN TOWNSHIP
REVIEW & PROCESSING ESCROW AGREEMENT FOR DRAINAGE PLANS**

THIS AGREEMENT made this _____ day of _____, 20__ by and between **LOWER ALLEN TOWNSHIP**, a Pennsylvania municipality having its principal office at 1993 Hummel Avenue, Camp Hill, Pennsylvania (“Township”), AND

_____ (“Applicant”)
(Name of Applicant)

(Address of Applicant)

Pertaining to a Drainage Plan (“Plan”) identified as

(name and address of project)

WITNESSTH:

WHEREAS, Applicant has submitted a Plan for review and approval by the Township in accordance with the Lower Allen Township Act 167 Stormwater Management Ordinance, contained in the Codified Ordinances of Lower Allen Township, 1997 as amended (“Ordinances”); and

WHEREAS, the Ordinance authorizes the establishment of fees and charges relating to filing and review of Drainage Plans; and

WHEREAS, the Ordinance authorizes the establishment of reasonable and necessary fees and charges related to review of Drainage Plans by the Township’s professional consultants or Township Engineer; and

WHEREAS, the Township has, by Resolution adopted a fee schedule as prescribed by the Ordinance; and

WHEREAS, the Applicant acknowledges receipt of said Ordinance 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 Plan by Township Staff
 - c. Cost of reviewing Plans by Township Engineer or other professional consultant

- d. Cost of engineering services, including inspections, reports, and security estimate reviews, release of security or other activities related to municipal acceptance of stormwater management facilities
 - e. Cost of recording fee
2. Any other review or permit fees associated with processing of this Plan (i.e. PennDOT Highway Occupancy Permit, DEP Stream Encroachment Permits, Cumberland County Planning Commission review, Cumberland County Conservation District review) are not included within the scope of this Agreement, and remain direct responsibility of Applicant.
 3. Disputes regarding reasonable and necessary fees charged by the Township Engineer shall be resolved in the manner prescribed by Sections 1169.03(a), and 1173.06(d) of the Ordinances.
 4. 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 Township of any security posted with respect to maintenance or repair of the improvements shown on the Plan.
 5. Failure of the Applicant to make any required deposit or to pay bill submitted within the time specified in this Section 1169.03 shall be a reason for disapproval of the Plan or renovation of any building or zoning permit issued to Applicant or Applicant's heirs, successors, or assigns, except in the event of a dispute with respect thereto as set forth in Section 1169.03(a) or 1173.06(d).
 6. 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-Developer

(Vice) President

(AFFIX CORPORATE SEAL)

OR:

WITNESS:

Signature of Individual-Developer
Trading and Doing Business as:

OR:

WITNESS:

Partnership-Developer

By _____ (SEAL)
Partner

By _____ (SEAL)