2501 Stanbridge Street
East Norriton, PA 19401

610-275-2800 tel
610-277-1879 fax

www.eastnorritontwp.org

SUBDIVISION / LAND DEVELOPMENT APPLICATION PROCEDURES & GUIDELINES

1. Complete Application for Subdivision/Land Development and Extension Agreement.

2. Submit completed application, together with the extension agreement and twenty-one (21) folded copies of plan with required fees. Three separate checks are required; one (1) for The Montgomery County Treasurer and two (2) for East Norriton Township (one check for fees & the other for escrow). Fees vary according to lot size and whether residential or non-residential. Fees, application and plans should be submitted to Zoning Officer or Secretary.

3. Notification will be sent when application will be on the agenda of East Norriton Planning Commission meeting.

4. When reports are received from the Township Consultants, the East Norriton Township Planning Commission and the Montgomery County Planning Commission, notification will be given as to when the applicant's case will be on the agenda for the East Norriton Board of Supervisor's meeting.

5. When and if approval is given, applicant must submit five (5) paper copies of plans with signatures for recording at the Montgomery County Recorder of Deeds Office. The approved final plan must be recorded within 90 days of final approval.

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East Norriton Township Subdivision and Land Development Application

I. LOCATION	
Address	Parcel #

II. PROPERTY OWNER	
Name	Address
Phone #	City, State, Zip

III. APPLICANT	
Name	Relationship to Owner
Address	Phone #
City, State, Zip	Fax #

IV. DESCRIPTION	
# of Lots:	Total Project Area:
Brief Narrative Description	

Applicant / Authorized Representative:

By: _____ Date: ____/____/____

Name: _____

Title: _____

V. REVIEW & FEE		
Application #:	Zoning Review:	Approved:
EDU's Required:	MCPC Review Fee:	ENT Review Fee:

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EXTENSION AGREEMENT

TO: Board of Supervisors, East Norriton Township

RE: _____
Subdivision / Land Development Project Name

_____
Location

_____
Parcel #

The undersigned is the Applicant or a duly authorized representative of the Applicant in respect to the above captioned subdivision or land development application.

In accordance with Section 508(3) of the Pennsylvania Municipalities Planning Code (MPC), I hereby waive my right to receive the decision of the Board of Supervisors approving or disapproving the subject subdivision/land development plan not later than ninety (90) days following the date of the regular meeting of the Township's Planning Commission following the date the application is filed.

I fully understand that I can revoke this waiver at any time after which the ninety (90) day clock will begin to run pursuant to Section 508(3) of the MPC.

Very truly yours,

Signature: _____

Name: _____

For: _____

Date: ____/____/____

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____, day of, _____, _____ by and between **EAST NORRITON TOWNSHIP,** Montgomery County, Pennsylvania with offices located at 2501 Stanbridge Street, East Norriton, PA 19401 (hereinafter referred to as "Township") and, _____, with offices located at_____, Pennsylvania, (hereinafter referred to as "Developer").

WITNESSETH;

WHEREAS, Developer is the legal or equitable owner of certain real estate located at _____, East Norriton, Pennsylvania and commonly referred to as the site of the _____ ("Premises").

WHEREAS, Developer has need of and has requested Township to review land development or subdivision plans for the Premises so Developer will be able to construct improvements thereon: and

WHEREAS, Developer desires to present to Township plans for the development of the Premises; and

WHEREAS, Developer now requests that Township have its consultants review said plans and have its solicitor provide such legal services as are required by Township; and

WHEREAS, Township has authorized such legal and other consultant services upon execution of this Agreement by Developer, and the deposit of the required funds as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Township, in the exercise of its responsibilities, may call upon the services of outside consultants for engineering or legal services, site design, and such other consulting services as it may deem necessary to properly review Developer's proposals, all of which shall be paid for by Developer.

2. Township hereby authorizes its applicable consultants (hereinafter "Consultants") to review the Developer's plans, and to make recommendations on the design and specifications, and to make any and all engineering surveys and field inspections that are required by the Township pursuant to its rule, regulations or proper engineering standards in order to ensure that final plans reflect proper engineering practices and comply with all Township rules and regulations.

3. Developer agrees to pay (a) reasonable fees for the Consultants reviewing and commenting on the plans, surveying the Premises or inspecting the improvements to be constructed; (b) reasonable legal fees for the Township Solicitor (hereinafter "Solicitor") reviewing plans, preparing documents, attending meetings or providing other legal services relating to the development on the Premises; (c) administrative costs and expenses which the Township may incur by reason of this contract. All charges and fees shall be paid by the Developer as required by the Township and in accordance with paragraph 3 set forth herein.

4. Developer hereby agrees to deposit with the Township the sum of Five Thousand Dollars ($5,000.00) as security for the payment of all costs and expenses, charges and fees, as set forth in paragraph 2 above, upon execution of this Agreement. It is agreed and understood by the parties that no action will be taken on Developer's application until the required funds have been deposited with the Township. If Developer provides its employer identification number, the funds will be placed in an interest-bearing account, with interest credited to the Developer.

5. In the event that Consultants, Solicitor and/or administrative costs and expenses exceed the deposit required in paragraph 3 hereof, Developer agrees to deposit, within ten (10) days after billing, such additional sum as required to pay said expenses and maintain a balance or Two Thousand Dollars

($2000.00) on account of future costs. A detailed statement of account shall be provided to the Developer upon request. In the event any required deposit is not made, it is understood and agreed that no further work will be done for Developer, and Developer releases Township from any claims for delay and/or other type damages that might be incurred by the Developer.

6. Services will be provided to the Developer in accordance with the review procedures established herein and by the Township from time to time. Plans or designs shall not be reviewed until the security deposit has been paid as provided in this Agreement.

7. Developer shall pay all reasonable fees and costs which the Township may incur by reason of or in connection with the review of plans or construction of the proposed improvements or other work either on Developer's Premises of off-site, as required by the plans submitted.

8. Developer shall pay for any an all legal fees charged by the Solicitor for the preparation of legal documents, review of any legal documents or plans of other legal work authorized by the Township relating to the project for which the Developer has requested review, including processing invoices drawn against the funds escrowed with the Solicitor.

9. Developer shall pay any and all costs incurred by the Township for reviews and inspections by Consultants and Solicitor which may be required for the purpose of ensuring compliance with the plans as filed, the rules and regulations of the Township, the ordinances and codes of the Township of East Norriton, and any other laws and regulations of the Commonwealth of Pennsylvania, the United States of America or any other regulatory body having jurisdiction over the work to be performed at the Developer's Premises.

10. Developer further agrees that this contract and the Consultants and/or legal work authorized by it shall in no way be constructed as allowing any construction of improvements prior to Developer receiving all required Township, County, State and Federal approvals and/or permits and execution of Construction and Escrow Agreements with the Township.

11. Developer may, at any time, give written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Developer shall only be liable to the Township for its costs and expenses incurred up to and including the date and time of Township's receipt of the notice.

12. The Township shall use its best efforts to give Developer as much advance notice as possible that Developer's liability will exceed the deposit posted with the Township.

13. Developer and Township acknowledge that this document represents the full understanding between them, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and will be honored by both of them, each of whom agree to be legally bound by its terms.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their signatures to be affixed and have affixed their hands and seals hereto the day and year first above written.

ATTEST/WITNESS: **EAST NORRITON TOWNSHIP**

_____ **By:**_____
Township Manager

(TOWNSHIP SEAL)

ATTEST/WITNESS:

_____ **By:** _____

Name: _____

Title: _____