

RESOLUTION NO. 882

A RESOLUTION OF THE TOWNSHIP OF CUMRU, COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING REVISED FEES AND ESCROW REQUIREMENTS FOR SUBDIVISION AND LAND DEVELOPMENT PLANS FILED WITH THE TOWNSHIP AND ESTABLISHING A REVISED APPLICATION FEE FOR CONDITIONAL USE APPLICATIONS AS REVISED.

BE IT ADOPTED by the Township of Cumru Board of Commissioners in lawful session, duly assembled, this 17th day of January, 2023, as follows:

Section 1. Short Title.

This Resolution shall be known and may be cited as “Cumru Township Planning Fees and Escrows Resolution”.

Section 2. Planning Fees and Escrows.

From the effective date of this Resolution until revised by similar action by the Board of Commissioners, Fees and Escrows for Subdivision and Land Development Plans shall be as follows:

Description	Township Fee	Developer Escrow
<u>SUBDIVISION PLANS</u>		
<u>SKETCH PLAN</u>		
Residential Subdivision Plan	\$ 275.00	\$ 2,750.00
Commercial/Industrial	\$ 400.00	\$ 4,000.00
<u>SKETCH PLAN FOR RECORD</u>		
Residential/Comm/Industrial – Subd. Plan	\$ 275.00	\$ 2,750.00
<u>PRELIMINARY PLAN</u>		
Subdivision Plan – Major ¹	\$ 1,300.00	\$ 13,000.00
Subdivision Plan – Minor ²	\$ 200.00	\$ 2,000.00
<u>FINAL PLAN</u>		
Subdivision Plan – Major ¹	\$ 700.00	\$ 7,000.00
Subdivision Plan - Minor ²	\$ 150.00	\$ 1,500.00

¹ A major subdivision includes new roads

² A minor subdivision does not propose new roadways. It utilizes frontage along existing roads.

	Township Fee	Developer Escrow
LAND DEVELOPMENT PLANS		
<u>SKETCH PLAN</u>		
Commercial/Industrial	\$ 400.00	\$ 4,000.00
<u>PRELIMINARY PLAN</u>		
Non-Residential (less than 1.0 acre)	\$ 900.00	\$ 9,000.00
Non-Residential (1.0 acre or more)	\$ 1,300.00	\$ 13,000.00
<u>FINAL PLAN</u>		
Non-Residential (less than 1.0 acre)	\$ 375.00	\$ 3,750.00
Non-Residential (1.0 acre or more)	\$ 900.00	\$ 9,000.00

Developer escrows are established via execution of a Professional Services Agreement, attached as Exhibit A. The Professional Services Agreement is required for acceptance of a plan for review.

Section 3. Conditional Use Application Fee.

From the effective date of this Resolution until revised by similar action by the Board of Commissioners, the Application Fee for a Conditional Use Application shall be \$1,500.00.

Section 4. Repealer.

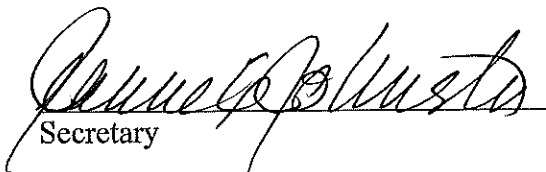
All Resolutions or parts of Resolutions or Ordinances inconsistent with this Resolution are hereby repealed.

Section 5. Effective Date.

This Resolution shall be effective immediately upon adoption.

Duly adopted as of the date first above written.

TOWNSHIP OF CUMRU, Berks County,
Pennsylvania


Secretary

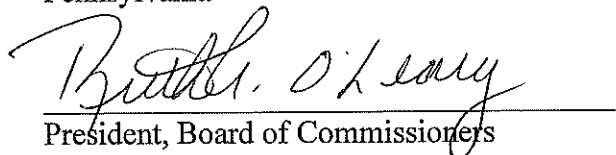

President, Board of Commissioners

EXHIBIT "A"

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ____ day of _____ 2023,
by and between **TOWNSHIP OF CUMRU**, Berks County, Pennsylvania, with offices located at
1775 Welsh Road, Mohnton, Pennsylvania 19540 (hereinafter referred to as "Township")
and _____,
(hereafter collectively referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer is the applicant for a development project generally known as
_____ (the "Development"), which is proposed to be a
_____ (collectively "Project"); and

WHEREAS, the Developer has presented plans for the subdivision and/or land
development, or other plans for the Project to the Township ("Plans"); and

WHEREAS, the Developer requires the Township's approval and requests the Township's
approval of any such Plans for the Project.

NOW, THEREFORE, the parties agree as follows:

1. Developer and Township hereby authorize and request the Township's consulting
engineers, or its designees (hereinafter referred to as "**Engineer**") to review the engineering or site
Plans for the Project and to make such recommendations and specifications as may be necessary
or desirable with respect to such Plans and to make any and all engineering inspections as required
by the Township which in the Engineer's opinion are required in accordance with good
engineering practices.

2. Developer and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the Project and review and approval of Developer's proposed Plan for the Project.

3. Developer shall pay: (a) the Engineer's reasonable charges and fees for review of any Plans or Project proposals and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable rules, ordinances, regulations and statutes; and (b) legal fees for review by the Township Solicitor, Georgeadis Setley, LLC, of any and all Plans, documents, correspondence or other materials and matters or issues related to the Developer's Project. All charges and fees shall be paid by Developer as required by the Township and in accordance with Paragraph 4 below. It is understood by executing this Agreement that Developer specifically accepts the fee schedules of the Township.

4. Developer hereby agrees to deposit with the Township the sum of _____ Dollars (\$ _____ .00) payable in cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township. In the event that the above deposited escrow fund shall fall below 50% of the required amount, Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account up to _____ Dollars (\$ _____ .00).

Developer and the Township agree that upon completion of the Project and/or upon completion of the Township's review of Developer's Project, all unused portions of the escrow account as

described above shall be returned to the Developer upon written request to the Township and in accordance with the instructions, if any, with said written request.

5. Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the Project as set forth on the Plan and upon receipt of such written notice by Developer to the Township, Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice.

6. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

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

FOR TOWNSHIP:

TOWNSHIP OF CUMRU

By: _____
Chairman

Attest: _____
Secretary

FOR DEVELOPER:

By: _____
Authorized Officer