

**AGREEMENT FOR REVIEW OF
NON-LAND DEVELOPMENT/SUBDIVISION PLAN**

This Agreement for Review of Non-Land Development/Subdivision Plan (“Agreement”) entered into this ____ day _____, 202____ by and between:

GREENWICH TOWNSHIP (“Township”), a municipal corporation and Second-Class Township within Berks County and the Commonwealth of Pennsylvania having its principal place of business at 775 Old U.S. 22, Lenhartsville, PA 19534;

AND

_____ (“Developer”), who or which has a mailing address of _____.

Background

The Developer intends to submit or has submitted with the Township for review a plan for the following real property in Greenwich Township having an address of _____, and being identified as Property I.D. No. _____ (“Property”), which proposed development the parties agree does not meet the definition of land development and/or subdivision under the Municipalities Planning Code, 53 P.S. 10101, *et seq.* and the Township’s Subdivision and Land Development Ordinance of 1996, as amended (“Review”).

Pursuant Greenwich Township Resolutions 2020-16 and 2022-14, the Township and the Developer desire to set forth their understanding concerning the Developer’s agreement and responsibility to pay for the fees, costs and expenses incurred by the Township in having its professional consultant(s), as defined in the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, undertake the Review and Re-Review, as hereinafter defined, for the Property at the prevailing rate(s).

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, **INTENDING TO BE LEGALLY BOUND HEREBY**, the parties hereto agree as follows:

1. **Background.** The Township and the Developer hereto acknowledge and agree that the Background sections set forth above are accurate and constitute an integral part of this Agreement and are incorporated herein by reference herein.

2. **Reimbursement.** Developer agrees to fully reimburse the Township for the fees, costs and expenses incurred by the Township in having its professional consultant(s), as defined in the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, undertake the Review and Re-Review, as hereinafter defined, at the prevailing rate(s), which shall be the same hourly

rate paid by the Township to the respective professional consultant(s) for the same or substantially similar service.

3. Financial Security. To ensure that the Township is paid for the professional consultant(s) fees, costs and expenses of the Review pursuant to Section Two (2) of this Agreement, the Developer shall deposit financial security with the Township in the amount of _____ (\$_____.00) (“Financial Security”). If the Financial Security is at least seventy-five percent (75%) depleted before the Township and its professional consultant(s) complete the Review then the Developer shall fully replenish that Financial Security within five (5) calendar days of being notified of the same by the Township. The Township shall have the absolute discretion to draw upon the Financial Security at any time to pay for the cost of the Review.

4. Subsequent Financial Security. In the event that the Developer submits with the Township a revised plan of the Property for review (“Re-Review”), the Developer must deposit financial security with the Township in the amount of fifty percent (50%) of the original Financial Security (“Subsequent Financial Security”), regardless of whether the Financial Security has been fully or partially exhausted, to ensure that the Township is paid for the professional consultant(s) fees, costs and expenses of the Re-Review pursuant to Section Two (2) of this Agreement. If any Subsequent Financial Security is at least seventy-five percent (75%) depleted before the Township completes the Re-Review then the Developer shall fully replenish it with five (5) calendar days of being notified of the same by the Township. The Township shall have the absolute discretion to draw upon the Financial Security or Subsequent Financial Security at any time to pay for the cost of the Review or Re-Review.

5. Failure to Replenish. When the Financial Security and/or Subsequent Financial Security does not fully cover the Township’s professional consultant(s) fees, costs and expenses of the Review and/or Re-Review, and the Developer fails to replenish the Financial Security and/or Subsequent Financial Security as applicable then the Township and the Developer agree that the Developer shall make payment for any outstanding costs associated with the Review and/or Re-Review within ten (10) days of the date of invoice, sent by the Township to Developer’s address written above via USPS regular mail, and before submitting any application for a permit related to the Property. The parties agree that the Township shall not issue any permits related to the Property until all amounts owed under this Agreement are paid.

6. Refund. When the Township completes any and all Review(s) and Re-Review(s), it shall return to the Developer any amounts remaining from the Financial Security and Subsequent Financial Security not drawn upon within thirty (30) calendar days.

7. Default; Remedies. If Developer breaches any term of this Agreement (“Default”) then the outstanding professional consultant(s) fees, costs and expenses for the Review and/or Re-Review pursuant to this Agreement shall attach interest at the rate of six percent (6%) per annum, or the interest rate applied by the Township for past due invoices, whichever is less, and no permits related to the Property may be issued until all amounts owed under this Agreement are paid. In the event of any Default, the Township has no obligation to continue the Review, may deny the Developer’s plan or requests for any and all permits, withhold any and all necessary permits for

construction at and/or occupancy of the Property, and/or pursue any other relief or remedy available to it at law or in equity. The Township's failure to exercise any or all of its rights herein this Agreement shall not in any event constitute a waiver of the same.

8. Time. Time shall be of the essence for this Agreement. Developer's failure to strictly comply with all terms and provisions in this Agreement constitutes a Default as defined above.

9. Governing Law; Jurisdiction. This Agreement shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. Each of the parties hereto irrevocably and unconditionally (a) agrees that any suit arising out of this Agreement shall be brought and adjudicated in the Court of Common Pleas of Berks County, Pennsylvania, (b) submits to the exclusive jurisdiction of the said Court of Common Pleas for the purpose of any such suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, any claim that such party is not subject to the jurisdiction of the said Court of Common Pleas, that such suit is brought in an inconvenient forum or that the venue of such suit is improper.

10. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (1) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (2) this Agreement shall be, and hereby is, amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (3) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed from this Agreement as though never set forth herein.

[Remaining Space Intentionally Left Blank
with Signature Page to Follow]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

WITNESS:

DEVELOPER:

Signature

Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**GREENWICH TOWNSHIP,
BERKS COUNTY, PENNSYLVANIA**

By: _____
Jane Werley, Township Administrator