

Borough of Red Hill
56 West Fourth Street, Red Hill, PA 18076
Phone: 215-679-2040 FAX: 215-679-0527

APPLICATION FOR REVIEW
SUBDIVISION PLAN/LAND DEVELOPMENT PLAN

Date of Application _____

The undersigned hereby applies for review of the Plan submitted herewith and described below.

1. NAME OF SUBDIVISION/LAND DEVELOPMENT: _____

Plan Dated: _____ Prior Plan Dated: _____

Deed Book No.: _____ Page No.: _____

Parcel#: _____ Block: _____ Unit: _____

2. SUBMISSION TYPE: Sketch (complete A) _____ Preliminary _____ Final _____

A. For a sketch plan submission please indicate which consultants you wish to have review the plan:

_____ Borough Engineer _____ Zoning Officer _____ Borough Traffic Engineer

_____ Borough Solicitor _____ Montgomery County Planning Commission

3. PROPERTY OWNER (s) INFORMATION

Name: _____

Address: _____

Phone: _____ Email address: _____

4. APPLICANT INFORMATION

Name of Applicant(s) (if other than owner): _____

Address: _____

Phone: _____ Email address: _____

Applicant's interest: _____ Equitable Owner: _____ Agent of Owner: _____

5. ENGINEER OR SURVEYOR RESPONSIBLE FOR PLAN

Name: _____

Address: _____

Phone: _____ Email address: _____

6. Total acreage: _____ Number of Lots: _____

7. Acreage of adjoining land in same ownership (if any): _____

8. Type of lot use proposed:

	Number of Lots	Number of Units
Subdivision		
Land Development		
Single— Family		
Two – Family		
Multi — Family		
Commercial		
Industrial		
Other		

9. Location: _____

10. Will construction of buildings be undertaken immediately? _____ Yes _____ No

By Whom? _____ Subdivider _____ Other Developers _____ Purchasers of Individual Lots

11. Is/will land be deed restricted or hold any covenants? If so specify: _____

12. Type of water supply proposed:

_____ Public (municipal) system (off site) _____ Semi-public (community) system (on-site)
 _____ Individual on site

13. Type of sanitary sewage disposal proposed: _____ Public (municipal) system (off site)

_____ Live _____ Capped Semi-public (community) system (on-site)

_____ Individual on-site (septic tank and tile field)

14. Type of off-street parking proposed:

	Number of Parking Spaces
Garages	
Drives	
Other	
None	

APPLICANT NAME: _____ DATE OF APPLICATION _____

- 15. Are all streets proposed for dedication? _____ Yes _____ No
- 16. Acreage Proposed for park or other public use: _____
- 17. Zoning relief, if any, to be requested: _____
- 18. Linear feet of new streets proposed: _____
- 19. Have plans be submitted to the municipality? _____ Yes _____ No
- 20. Have appropriate public utilities been consulted? _____ Yes _____ No
- 21. Are there any existing or proposed easements? _____ Yes _____ No

ITEMS TO BE SUBMITTED WITH APPLICATION

*An Application Fee – non-refundable (See **Schedule of Fees - Application Fees**) must accompany application.

*A separate check to establish an Escrow Account (See **Schedule of Fees: application fees & Escrow Funds**) must accompany the application.

*Applicant shall file an original and twelve (12) copies of the application for **sketch plans** and (15) copies for **Preliminary Plans & (20) Final Plans**

*Applicant shall submit an original and (12) hard copies of the **sketch plan(s)**; (15) copies of **Preliminary Plans** and (20) copies of **Final Plans**. A digital copy to of the plans must be sent to: info@redhillborough.org Plans must be drawn to scale, showing all existing and proposed buildings and structures.

*All Professional review requests, including those for sketch plans, must include a Professional Services Agreement

*All preliminary & final plans must include an Extension of Time.

Please refer to Red Hill Borough Code Chapter 22 for submissions instructions and deadlines
This may be accessed from the Borough Web Page: www.redhillborough.org and then clicking on the "Borough Code" link found in the blue box area on the right-hand side of the page.

Plans shall be filed with the Red Hill Borough Secretary in person by the applicant or applicant's agent at the Red Hill Borough Building during normal business hours.

The undersigned certifies that all of the statements on this application and the statements contained in any documents or papers submitted herewith are true and correct to the best of my knowledge, information and belief.

The undersigned further represents that, except as otherwise specifically noted on the attached sheet, all proposed public improvements and facilities as shown on the Subdivision Plan are to be improved, constructed and completed and financial security acceptable to the Red Hill Borough Solicitor is to be posted with the municipality in a sufficient amount to cover the full estimated costs of construction thereof, plus 10% contingency and 10% for legal and engineering escrows, prior to recording Plans.

Printed Name of Owner/Applicant or Authorized Agent

Printed Name of Owner/Applicant or Authorized Agent

Signature of Owner/Applicant or Authorized Agent

Signature of Owner/Applicant or Authorized Agent

Date: _____

**BOROUGH OF RED HILL
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made this _____ day of _____, 20_____,
by and between the BOROUGH OF RED HILL, with offices located at 56 West Fourth Street,
Red Hill, Pennsylvania 18076 (hereinafter referred to as the “Borough”) and _____

(hereinafter referred to as “Owner/Developer”).

WITNESSETH:

WHEREAS, the Owner/Developer is the legal or equitable owner of certain real estate located at or described as follows: in the Borough of Red Hill, Montgomery County, Pennsylvania; and

WHEREAS, the Owner/Developer has submitted or will submit to the Borough sketch plans, preliminary plans and/or final plans (hereinafter, individually or collectively, the “Plans”) for subdivision and/or land development; and

WHEREAS, the Owner/Developer has requested or will request review and approval of the Plans to make use of the aforesaid property, which Plans are hereby incorporated herein by reference and made a part hereof; and

WHEREAS, Owner/Developer, in order to permit the Borough to review the Plans and determine the propriety of the same, agrees to post financial security in an escrow account held by the Borough so that disbursements can be made from the same, as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. The Owner/Developer and the Borough hereby authorize and direct the Borough's consulting engineer (hereinafter, the "Engineer"), the Borough's consulting land planner (hereinafter, the "Planner"), the Borough's consulting traffic engineer (hereinafter, the "Traffic Engineer"), the Borough's Solicitor (hereinafter, the "Solicitor") and any other consultants or professionals as determined by Borough to be necessary or desirable, to review the Plans and to make such recommendations and reviews as may be necessary with respect to the Plans and to make any and all engineering inspections as required by the Borough in the opinion of the Borough, its Engineer, Planner, Traffic Engineer, Solicitor or other consultant, in accordance with applicable legal requirements and best practices. In the event a sketch plan without consultant review is selected by Owner/Developer, consultants will not prepare a formal review; however, any time spent by consultants to review or comment informally shall be reimbursed to the Borough pursuant to the terms of this Contract for Professional Services.

SECTION II. The Owner/Developer shall pay (a) the Engineer's charges and fees for reviews and/or recommendations concerning the Plans; (b) the Planner's charges and fees for reviews and/or recommendations concerning the Plans; (c) the Traffic Engineer's charges and fees for reviews and/or recommendations concerning the Plans; (d) other professional fees that the Borough, in its sole discretion, deems appropriate for reviews of and/or recommendations concerning the Plans; (e) legal fees for reviews by the Solicitor of any plans, documents or other legal consultation relating to the application for approval of the Plans and consultant reviews which, in Borough's opinion, are necessary or appropriate; and (f) the Borough's administrative fees for issuing invoices to the Owner/Developer and administering this Agreement. All charges and fees shall be paid by the Owner/Developer as required by the Borough and in accordance with Paragraph 3 hereof.

SECTION III. The Owner/Developer hereby agrees to deposit with the Borough, simultaneously with submission of the Plans, financial security in the amount set forth in the Borough's Fee Schedule, to be held in escrow and applied to the payment of all costs and expenses, charges and fees as set forth in Paragraph 2 hereof (the "Escrow"). The Escrow shall be deposited by the Borough into a non-interest-bearing escrow account and applied as provided in this Agreement. It is agreed and understood by the parties hereto that neither the Borough, nor its Solicitor, Engineer, Planner or Traffic Engineer, shall commence processing of the subdivision or land development review, review of the Plans, or any other applications or requests until the Escrow has been deposited with the Borough.

SECTION IV. In the event the Borough determines that the funds in the Escrow will or are likely to be exhausted before the work required of the Engineer, Solicitor, Planner, Traffic Engineer or other consultants will be completed, the Owner/Developer agrees that an additional amount, as determined by Borough in its sole discretion, shall be deposited by Owner/Developer within five (5) days from the date of written notice to make such deposit and the amount thereof. Owner/Developer agrees that Borough may direct the Engineer, Planner, Traffic Engineer, Solicitor or other consultants to suspend all further work until such additional sums have been deposited with the Borough.

SECTION V. In the event the Borough shall expend or become liable for engineering, professional, legal or administrative costs and expenses in an amount in excess of the deposit required in Paragraph 3 hereof, Owner/Developer agrees to promptly deposit such additional sum with the Borough as the Borough shall reasonably determine in its sole discretion. All unpaid sums shall accrue interest commencing five (5) days after the due date at the rate of twelve percent (12%) per annum from the due date until paid in full to the Borough.

SECTION VI. The Borough agrees to authorize services to be rendered from the Engineer, Planner, Traffic Engineer, Solicitor and other consultants in accordance with the review procedures established by the Borough and the Borough Subdivision and Land Development Ordinance. Plans shall not be reviewed until the financial security has been paid as provided in this Agreement. Owner/Developer further agrees not to commence work or construction of any sort on the property until authorized to do so by the Borough.

SECTION VII. The Owner/Developer shall pay for any and all legal fees from the Solicitor for the preparation of legal documents, review of any legal documents or plans or any other legal work authorized by the Borough relating to the performance of any of the construction as applied for by the Owner/Developer and acceptance of dedication of any improvements to be dedicated to the Borough.

SECTION VIII. The Owner/Developer agrees and shall pay any and all engineering and legal costs incurred by the Borough for the reviews and inspections which may be required for the purpose of ensuring compliance with the Plans as filed, and the work to be done complies in all respects to the requirements of the Borough and any other laws and regulations of the Commonwealth of Pennsylvania, of the United States or any other regulations or laws required for the work to be performed at Owner/Developer's property.

SECTION IX. The Owner/Developer agrees and shall pay any and all administrative fees charged by the Borough in an amount equal to five percent (5%) of all monetary amounts invoiced or billed by the Borough to the Owner/Developer for all fees or costs incurred by the Borough during the review period relating to the Plans and the application of Owner/Developer filed with the Borough.

SECTION X. The Owner/Developer and the Borough further agree that all fees or costs arising out of this Agreement or any fee schedule of the Borough in effect, shall be paid promptly upon request by the Borough.

SECTION XI. The Owner/Developer may at any time terminate all further obligations under this Agreement by giving written notice to the Borough that it does not desire to proceed with the work, and upon receipt of such notice by the Borough, the Owner/Developer shall only be liable to the Borough for costs and expenses incurred by the Borough to the date and time of its receipt of the notice, provided the Plans and application are officially withdrawn to the satisfaction of the Solicitor.

SECTION XII. Any unused portion of the Escrow shall be returned to the Owner/Developer upon either (a) full execution of a land development agreement between Owner/Developer and the Borough and the establishment of a construction escrow in accordance therewith, or (b) termination by the Owner/Developer of all further obligations under this Agreement in accordance with Section 11 above. In the event the Escrow at any time falls below twenty five percent (25%) of the original Escrow, and it seems likely, in Borough's opinion, that costs will run in excess of the unused portion of the Escrow, the Borough reserves the right to require an additional escrow deposit from Owner/Developer in an amount up to the original amount of the Escrow. This additional escrow deposit shall be paid when requested and all further review shall be suspended until full payment of the additional deposit has been made.

SECTION XIII. In the event of a dispute concerning the amount of fees, Owner/Developer shall be required to comply with the terms of this Agreement, including provisions requiring prompt replenishment of the Escrow pending a determination of the dispute. Disputes hereunder shall be submitted in accordance with Sections 503 and 510(g) of the Pennsylvania Municipalities Planning Code, as applicable. Dispute of fees shall not, under any

circumstances, relieve Owner/Developer from prompt reimbursement and/or replenishment of the Escrow.

SECTION XIV. The Borough reserves the right to report to one or more credit reporting agencies a default by the Owner/Developer arising from the failure of Owner/Developer to reimburse the Borough for sums expended by the Borough on behalf of the Owner/Developer pursuant to this Agreement, provided, that the Owner/Developer has failed to cure the default within thirty (30) days after the Borough provides to the Owner/Developer written notice of such default.

SECTION XV. The Owner/Developer and the Borough acknowledge that this Agreement represents their full understanding of the terms hereof and that they intend to be legally bound hereby. This Agreement may not be amended or modified in any manner except by a written agreement signed by all of the parties hereto.

BOROUGH OF RED HILL

Attest:

Name: Elizabeth DeJesus
Title: Secretary

BY: _____
Name: Doris Decker
Title: President, Borough Council

DEVELOPER/OWNER

Attest:

BY: _____

Print Name/Title

EXTENSION OF TIME

Date: _____

Ms. Elizabeth DeJesus
Borough Manager
Red Hill Borough
56 West Fourth Street
Red Hill, Pennsylvania 18076

Dear Ms. DeJesus:

RE: SUBDIVISION PLAN/LAND DEVELOPMENT PLAN OF _____

On _____, I (we) submitted the referenced plan for official filing.

Please be advised that notwithstanding any contrary provision of the Pennsylvania Municipalities Planning Code or the Red Hill Borough Subdivision and Land Development Ordinance, this letter will serve as notice to Red Hill Borough that the requirement that action be taken on this Plan within ninety (90) days, is hereby waived, without limitation as to time.

This waiver is granted to permit us to make such adjustments or revisions to the Plan as may be required during the Plan review process.

If we ever deem it necessary to limit the time of the subdivision or land development review process, we may revoke this extension of time in writing, sent certified mail, return receipt requested, and the Borough shall be obligated to render a decision on our plans within sixty (60) days after the date on which the written revocation notice was received or within the ninety (90) day period prescribed by the Pennsylvania Municipalities Planning Code, which ever date is later.

If the Borough determines that insufficient progress is being made towards concluding the subdivision or land development review process, the Borough may revoke this extension of time in writing, sent regular mail and certified mail, return receipt requested. For purposes of this provision, the Borough's written notice shall be deemed received, if sent regular mail and certified mail, on the date of the written receipt on the certified mail return receipt, or, three (3) days after the date indicated on the Borough's notification letter in the event the certified mail is returned as "refused", "unclaimed", or is otherwise returned without indication of receipt, if addressed as follows (or to a subsequent address specifically provided to the Borough by us for the purpose of notice):

At any time 60 days after our receipt of such notice from the Borough, we understand that the Borough may take (but shall not be obligated to take) such action with regard to our plans as the Borough deems necessary or appropriate.

We further understand that nothing herein shall be construed to prevent us from offering, and the Borough from accepting, additional extensions of time in the future, but neither party shall be obligated to do so by the terms of this Agreement.

Very truly yours,

By: _____
Signature

Print Name, Title

Applicant Request for County Review

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.



Date: _____ Applicant's Representative: _____
Municipality: _____ Address: _____

Proposal Name: _____ City/State/Zip: _____
Business Phone (required): _____
Applicant Name: _____ Business Email (required): _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Type of Review Requested:

(Check All Appropriate Boxes)

- Land Development Plan
- Subdivision Plan
- Residential Lot Line Change
- Nonresidential Lot Line Change
- Zoning Ordinance Amendment
- Zoning Map Amendment
- Subdivision Ordinance Amendment
- Curative Amendment
- Comprehensive / Other Plan
- Special Review*

**(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)*

Type of Plan:

- Tentative (Sketch)
- Preliminary / Final

Type of Submission:

- New Proposal
- Resubmission*

** A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.*

Zoning:

Existing District: _____
Special Exception Granted Yes No
Variance Granted Yes No For _____

Plan Information:

Tax Parcel Number(s) _____

Location *(address or frontage)* _____
Nearest Cross Street _____
Total Tract Area _____
Total Tract Area Impacted By Development _____

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New		Senior Housing		Open Space Acres*	Nonresidential New Square Feet
	Lots	Units	Yes	No		
Single-Family						
Townhouses/Twins						
Apartments						
Commercial						
Industrial						
Office						
Institutional						
Other						

**Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.*

Additional Information: _____

MONTGOMERY COUNTY PLANNING COMMISSION (MCPC)

Act 247 Review Guidelines

For reviews in accordance with the Pennsylvania Municipalities Planning Code (Act 247) as amended

Effective May 1, 2018

Required Fees and Time Limits

To determine the applicable fee and review time limit for MCPC reviews, reference the appropriate section of the Pennsylvania Municipalities Planning Code as follows:

	Act 247 Section	Fee	Time Limit (days)
301.3	Comprehensive Plan Amendments	No	45
304	Public Facilities	No	45
305	Public School Facilities	No	45
408	Official Map	No	45
502	Subdivision and Land Developments	Yes	30
505	Subdivision & Land Development Ordinance Amendments	Yes*	30
609	Zoning Ordinance or Map Amendments	Yes*	30
609.1	Curative Amendments	Yes*	30

*** Fees will be charged for private petitions (developer/landowner) for zoning ordinance/map amendments, SALDO amendments and curative amendments. (See fee schedule)**

- A time limit may be extended if requested by the applicant or by the municipality. If a municipality requests a time extension, it must be in concurrence with the applicant.
- Whenever applications require more than one type of review or otherwise fall under more than one section of the Pennsylvania Municipalities Planning Code, the Montgomery County Planning Commission will attempt to complete all reviews within the shortest official time limit. However, MCPC reserves the right to use the maximum permitted time limit if needed.

Application Procedure

1. The applicant submits the plans and a completed Applicant Request for County Review form to the local municipality.
2. The municipality will submit the application to the county via an online 247 Submission Portal. After the county receives and verifies the submission for accuracy, the county will forward a summary of the application and a request for payment to the applicant's representative.
3. The applicant may pay any county fees online via a credit card or electronic check, or they may choose to send a check or money order to the county made payable to the MONTGOMERY COUNTY TREASURER. More specific instructions for both options will be sent with the application summary.

4. The review time limit is intended to begin when MCPC receives the application from the municipality provided applicable fees and any necessary information are promptly returned. Should payment or requested information go unresolved, the county may suspend or postpone the review time limit.
 5. In the event of a returned check, the MCPC review and its corresponding time limit will stop as of the date we receive notification. MCPC will notify the applicant and municipality. The review process will restart on the date MCPC receives the required fee.
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Fee Information

Resubmissions

The fee schedule and time limits will apply regardless of whether the submitted application is for the review of a tentative sketch, preliminary plan, or final plan. Once the initial fee has been received, MCPC charges a fee for the resubmission of subdivisions and land developments that are essentially the same as the former submission. A flat fee of \$125 is required for all residential subdivisions/land developments. No fee is required for residential subdivisions/land developments of 3 lots/units or less. A flat fee of \$190 is required for the resubmission all non-residential subdivisions/land developments. No fee is required for non-residential subdivisions/land developments of 3 lots or 3,000 square feet or less respectively. A subsequent plan is NOT a resubmission and requires full fee payment if it is more than 5 years after the previous submission, the proposed land use is changed, or the number of dwelling units or square footage has changed by more than 40% from the prior submission.

Waiver of Fees

Fees are waived for an application filed under the name of a governmental subunit of the United States or the Commonwealth of Pennsylvania, including school districts and authorities. This exemption does not apply to private nonprofit organizations except for volunteer fire companies and ambulance squads.

Refunds

If MCPC fails to complete its review within the required time limits, the fee will be returned to the applicant upon request, except in those instances involving an incorrect fee or incomplete application or when MCPC has been granted a time extension for the review.

Informal Reviews and Special Circumstances

Meetings with MCPC to discuss applications, either prior to or during the formal review process, are encouraged and free of charge. If the applicant requests the meeting, the local municipality will also be invited. Meetings and informal reviews do not replace the official formal review by MCPC. In addition, if a municipality requests any meetings, court appearances, redesigns, or other special events that are related to the MCPC review, no extra fees will be charged. Similar requests by developers will be charged appropriately in accordance with fees for staff services.

MONTGOMERY COUNTY PLANNING COMMISSION (MCPC)

Act 247 Fee Schedule

The following fees will apply to each subdivision or land development submitted to the Montgomery County Planning Commission for review:

- Fees will be waived for applications filed under the name of a governmental subunit of the United States or the Commonwealth of Pennsylvania, including school districts and authorities. This exemption does not apply to private, nonprofit organizations with the exception of volunteer fire companies and ambulance squads.
- For a nonresidential subdivision and land development submitted for the same tract at the same time, only the larger fee will be charged.
- No fee is required for Sketch Plans.

Residential Subdivisions and/ or Land Developments

These fees apply to all kinds of residential projects for sale, condominium or rental; any structural type; and either as a subdivision or single-tract land development. No fees are charged for open space lots.

Number of Lots or Dwelling Units <i>(greater number applies)</i>	Base Fee + Fee per Lot or Dwelling Unit
1 – 3*	\$150 (flat fee)
4 – 20	\$180 + \$23 per unit
21 – 100	\$450 + \$21 per unit
101+	\$1,060 + \$20 per unit

Nonresidential Land Developments and Conversions

These fees apply to all projects or sections of mixed projects, which are for new construction of nonresidential uses of any kind for sale, rental, lease or condominium in any type of building on a single tract of land. Conversions from residential to nonresidential uses shall also use this schedule, whether the building area is new or existing.

Gross Square Feet of New Building	Base Fee + Fee for Every 1000 Gross Sq. Ft. <i>(rounded to nearest whole dollar)</i>
1 – 3,000 Sq. Ft.	\$220 flat fee
3,001 – 25,000 Sq. Ft.	\$519 + \$27 for every 1000 Sq. Ft.
25,001 – 50,000 Sq. Ft.	\$1,050 + \$23 for every 1000 Sq. Ft.
50,001 – 100,000 Sq. Ft.	\$1,550 + \$20 for every 1000 Sq. Ft.
100,001+ Sq. Ft.	\$2,580 + \$15 for every 1000 Sq. Ft.

Nonresidential Subdivisions

These fees apply to applications subdividing and conveying land for nonresidential uses.

Number of Lots	Base Fee + Fee per Lot
1 – 3	\$555 flat fee
4 or more	\$555 + \$88 per lot

Other Reviews

- Residential Lot Line Change = \$65
 - Nonresidential Lot Line Change = \$260
 - Conditional Use = \$260
 - Miscellaneous reviews (including parking lots or structures not associated with new building square footage) = \$260
 - Curative Amendments (not municipal curative amendments) = \$1,500
 - Private Petitions for Zoning or SALDO Change (not municipal petition) = \$1,000
-

Resubmissions

These fees apply to each subsequent plan submission after the original submission, if the resubmission is essentially the same plan with only minor revisions. A subsequent plan is NOT a resubmission if it is more than 5 years after the previous submission, the proposed land use is changed, or the number of dwelling units or square footage has changed by more than 40% from the prior submission.

- Flat fee of \$125 for residential subdivisions/land developments. All resubmissions of 3 lots/units or less no fee required.
- Flat fee of \$190 for all nonresidential subdivisions/land developments. All resubmissions of 3 lot subdivisions or 3,000 square feet development or less no fee required.
- No fee for private Zoning or SALDO resubmissions.

All county fees are to be submitted to the municipality at the time of application; the municipality will forward the fees to MCPC. A check or money order should be made payable to the **MONTGOMERY COUNTY TREASURER**. Fees are authorized by the Pennsylvania Municipalities Planning Code (Act 247) as amended.