

MIDDLE SMITHFIELD TOWNSHIP
PLAN APPLICATION AND RETAINER FEE CALCULATION FORM

RESOLUTION 01-2026-3

WHEREAS, the Board of Supervisors of Middle Smithfield Township, Monroe County, has determined it necessary to establish a plan application and retainer fee calculation form and does hereby establish and adopt the attached Plan Application and Retainer Fee Calculation Form ("Application and Retainer Fee Calculation Form"); and

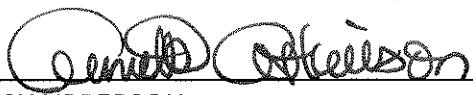
WHEREAS, it is necessary that an appropriate Application and Retainer Fee Calculation Form be established for applicants to agree to, execute and comply with in order to defray expenses that may be incurred by the Township in connection with various applications, hearings, and/or other general requests; and

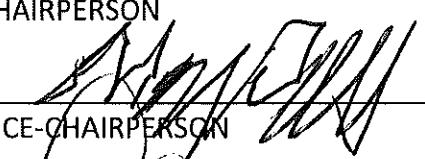
WHEREAS, this resolution does hereby repeal and supersede prior resolutions which are inconsistent with the provisions of this resolution.

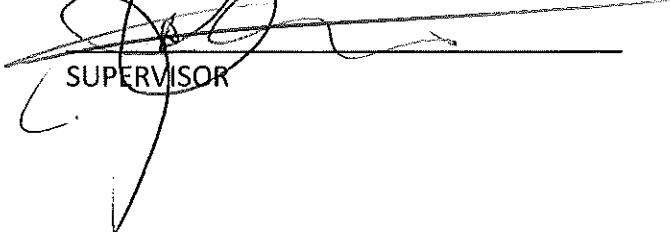
NOW THEREFORE, be it resolved, by the Board of Supervisors of Middle Smithfield Township, that the attached Application and Retainer Fee Calculation Form be approved, adopted, established, and implemented for the calendar year 2025.

RESOLVED AND ENACTED this 5th day of January 2026.

TOWNSHIP OF MIDDLE SMITHFIELD
BOARD OF SUPERVISORS


Chairperson


Vice-Chairperson


Supervisor


TOWNSHIP SECRETARY

Applicants for the review of any plans, planning modules or other items required in the Code of the Township of Middle Smithfield or other regulations shall complete the following information and submit this form with the required application fee and retainer amount to the Township Secretary.

The undersigned hereby applies for review of the plans described below:

1. **Date Submitted to the Township** _____

2. **Name of Development** _____

Physical Location _____

Deed Book # _____ Page # _____

Zoning District _____

PIN # _____

Tax Assessment # _____

Total Acreage _____

Number of Units/Lots (if applicable) _____

3. **Name of Property Owner(s)** _____

Address: _____

Telephone Number _____

E-mail Address _____

4. **Name of Applicant (if other than owner)**

Name _____

Address _____

Telephone Number _____

E-mail Address _____

Applicants Interest _____

5. Engineer, Surveyor and/or other person(s) or firm(s) responsible for the preparation of the application.

Firm Name _____

Name of Professional sealing the application _____

Address _____

Telephone Number _____

E-mail address _____

Please check one:

Engineer

Surveyor

Other (specify) _____

6. Please check all items which are applicable.

Sketch Plan Planning Module

Preliminary Plan Final Plan

7. Please check the type of development (all which apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> Land Development | <input type="checkbox"/> Major Subdivision | <input type="checkbox"/> Minor Subdivision |
| <input type="checkbox"/> Site Alteration Plan | <input type="checkbox"/> Sketch Plan | <input type="checkbox"/> Street Plan Review |
| <input type="checkbox"/> TND | | |

RETAINER ACCOUNT DESCRIPTION

REVIEW FEES

All engineering, legal and other appropriate professional consulting fees shall be paid by the applicant.

The Middle Smithfield Township Contract for Professional Services must be completed and returned to the Township with the submittal. The "Contract" is attached to this Resolution.

FIELD OBSERVATIONS

A retainer account will also be set up by the Township for all required site observations after an application has been approved by the Board of Supervisors and before construction can begin. The amount required by the applicant for the Observation Retainer Account will be determined by the Township Engineer based on the schedule of construction and the size of complexity of the project.

Any other review(s) or observation(s) required by any ordinances or regulations of Middle Smithfield Township which are not specifically outlined in this form shall have a minimum escrow fee of \$750.00. If the Township Engineer or other professional consultant determines that this minimum fee is not adequate to properly review or observe the project during construction, then the additional amount required will be determined and requested from the applicant. No review(s) or observation(s) will be initiated until the additional amount is received by the Township. Invoices for these services will be billed at prevailing hourly rates on a monthly basis. It is intended that the retainer will be applied to invoices generated at the end of the review/observation process, as solely determined by the Township. No releases from any required bonding of construction improvements shall be released until all outstanding fees are paid to the Township.

REQUIRED RETAINER FEES

Submission Type	Non-refundable Administrative Fee	Required Retainer
<input type="checkbox"/> Minor Subdivision (preliminary or final)	\$200.00	\$3,500.00

<input type="checkbox"/>	Major Subdivision (preliminary or final)	\$500.00	\$7,500.00
<input type="checkbox"/>	Land Development Plans	\$500.00	\$7,500.00
<input type="checkbox"/>	Sketch Plan (one review)	\$125.00	\$ 500.00
<input type="checkbox"/>	Street Plan Review	\$200.00	\$1,500.00
<input type="checkbox"/>	Traditional Neighborhood Development (Concept or final)	\$500.00	\$7,500.00

	Non-refundable Administrative Fee	Required Retainer
<input type="checkbox"/>	Other Reviews	\$200.00
<input type="checkbox"/>	Construction Phase	\$200.00
<input type="checkbox"/>	Intermunicipal Liquor License Transfer Hearing(s)	\$500.00
TOTAL AMOUNT SUBMITTED	\$ _____	\$ _____

TO BE SIGNED BY ALL APPLICANTS:

The information on this form is correct to the best of my knowledge. I have read, understand and agree to be bound by the requirements as outlined above.

Date

Signature of Applicant

Title of Applicant

TO BE COMPLETED BY MIDDLE SMITHFIELD TOWNSHIP:

Received by: _____ Date Received: _____

Administrative Fee: \$_____; Check Number: _____

Retainer Fee: \$_____; Check Number: _____

Total Received: \$_____

MIDDLE SMITHFIELD TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 20____, by and between **MIDDLE SMITHFIELD TOWNSHIP**, Monroe County, Pennsylvania, with offices located at 147 Municipal Drive, East Stroudsburg, Pennsylvania (hereinafter referred to as "**Township**") and _____, of _____ (hereinafter referred to as "**Developer**").

WITNESSETH:

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing Monroe County Parcel No. _____, located at _____, within the _____ Zoning District; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land development, building development, improvement, rezoning request or other plans for the use of their land to the Township, or has applied for other requisite permits or approvals from and/or has made some other request for action by the Township as described as follows:

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans and/or some other action of the Township, and the Township is willing to authorize its professional consultants and/or employees to review said plans, requests and/or proposals upon execution of this agreement, and upon deposit of an escrow account according to the current Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning

Code, to review Developer's above-referenced plans, requests or proposals and to make such recommendations and specifications and/or to prepare certain documents as may be necessary with respect to such plans, requests or proposals in accordance with all applicable Township ordinances, and State and Federal rules and regulations.

2. The Developer and Township acknowledge that the Township will incur costs and fees relating to the review of Developer's plans, requests and/or proposals and/or relating to the preparation of certain documents by its professional consultants and/or employees, and Developer agrees to pay and/or reimburse the Township for such costs in accordance with this agreement.

3. The Developer shall pay and/or reimburse the Township for the professional consultant's charges and fees for the following: (a) review of any and all development plans, proposals, studies, or other correspondence relating to the development; (b) attendance at any and all meetings relating to Developer's plan or proposal; (c) preparation of any studies, reports, engineered plans, review letters, maps, plans, surveys, appraisals, legal documents, ordinances, legal advertisements or other correspondence and/or documents relating to Developer's plan, request or proposal; and (d) any additional cost and/or expense, including but not limited to public notices, advertisements and/or stenographer fees associated with the Developer's plan, proposal and/or request. It is understood by the execution of this agreement that the Developer specifically accepts the Fee Schedule currently in effect in the Township. Developer further agrees to reimburse the Township for administrative expenses incurred and shall therefore pay an amount equal to ten percent (10%) of the amount of all professional consultants' charges, which shall be added to the professional consultant bills. Interest at the rate of one and one-half percent per month shall be charged on all invoices which are not paid within thirty (30) days of the date of issuance of the bills by the Township.

4. The Developer hereby agrees to deposit with the Township the sum of

_____ Dollars (\$_____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank, as security for the payment of all 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 fifty percent (50%) of the original deposit, the 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 to one hundred percent (100%) of its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to re-establishing the escrow account balance as set forth herein. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

5. Developer and Township agree that upon completion of the Township's review of Developer's plan, request or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township.

6. In the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make the initial deposit payment described above within five (5) days of the date of this agreement, Developer shall be in default of this agreement.

7. The 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 plan, request and/or proposal. The Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both, in its sole discretion, for any expense in excess of the then current

balance of funds on deposit with the Township in accordance with this agreement incurred by the Township by reason of any review, supervision and inspection of Developer's request, proposal and/or project by its professionals including, but not limited to, the Township Engineer and Solicitor. Developer further understands and agrees that the Township may deny any application associated with the Developer's request, proposal and/or project in the event Developer defaults on this agreement. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this agreement represents their full understanding as to the Township's reimbursement for professional or consultant services. Nothing in this Agreement shall guarantee that the Developer's plan, request or proposal will be approved and/or favorably acted upon by the Township, but only that the Developer shall reimburse the Township for all costs, expenses and professional consultant fees incurred by the Township as set forth herein.

10. 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 hands and seals the day and year first above written.

MIDDLE SMITHFIELD TOWNSHIP:

Date: _____

DEVELOPER:

Date: _____