



**CITY OF NEWCASTLE**  
**Community Development**  
**Department**

**Agreement to**  
**Pay Fees**

Project Name: \_\_\_\_\_

Project File #: \_\_\_\_\_

**AGREEMENT TO PAY FEES**

1. It is the City of Newcastle's policy that applicants pay the direct cost attributable to processing their applications. These direct costs include all out-of-pocket expenses, staff and/or consultant time necessary to process and review the application. Included in the costs is a 10% administrative fee for handling and payment of consultant invoices on behalf of the applicant.

To facilitate payment, parties requesting City of Newcastle services must submit a deposit along with this Agreement to Pay Fees. The amount of the deposit will be determined by the Department of Community Development and is based on the estimated cost of processing the application through approval. Typically the City requests half of the estimated project cost up front with the balance paid during the review process. This is consistent with the Department's Operating Procedures.

The processing cost for projects can seldom be accurately estimated in advance. Therefore, please understand that the actual cost of processing your application may exceed the amount of deposit requested and/or estimated cost.

2. Applicant agrees to pay the applicable development fees adopted by resolution, as may be amended in the future and pay the following deposit with execution of this agreement, receipt of which is hereby acknowledged.

Required Deposit: \$ \_\_\_\_\_

The above deposit shall be applied toward services performed and costs expended on applicant's behalf. The deposit will be placed in a City of Newcastle non-interest bearing account. No interest will accrue on the deposit. The City of Newcastle will keep an accounting of amounts charged against the deposit and provide the applicant monthly statements showing the drawdown of the deposit funds.

The City of Newcastle will notify the applicant, prior to the deposit being exhausted, that additional funds are needed. The replenishment of the deposit is due immediately upon notification by the City. If the deposit requested is not remitted immediately, all project review may be halted until payment is received.

3. In the instance that the project is complete and the deposit balance does not cover the final costs, a bill will be sent to the applicant. If the bill is not paid within the standard 30 days it is considered past due and the City will start its collection procedures, including potential referral to a collection agency. All past due accounts are assessed a \$15 late fee per City resolution.

If a balance remains on deposit after the project is complete and the maintenance period has passed, the balance will be refunded to applicant.

By signing this agreement, the applicant understands and acknowledges that the payment of fees does not entitle the applicant to an approved land use permit. The applicant also understands that the failure to replenish the deposit as requested by the City may result in a delay or inability to process the requested land use permit application, as well as other possible sanctions.

**By signing below, the applicant represents that they have read the Agreement to Pay Fees set forth above, and agrees to the terms and conditions set forth in this agreement.**

**APPLICANT SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**ADDRESS:**  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_