

APPENDIX D – REVIEW FEE REIMBERSEMENT AGREEMENT

THIS AGREEMENT MUST BE COMPLETED AND SIGNED BY THE LANDOWNER PRIOR TO SUBMISSION OF THE STORMWATER MANAGEMENT APPLICATION AND PLANS, SKETCH PLANS, WAIVER APPLICATIONS OR ANY OTHER SUBMISSION WHICH REQUIRES MUNICIPAL CONSULTANT REVIEW.

PROFESSION CONSULTANT FEE REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the "Landowner"), and _____, Erie County, Pennsylvania, (hereinafter "Wayne Township");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property identified by tax parcel number _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Landowner has submitted a SWM Site Plan for review and approval by Wayne Township (hereinafter referred to as the "Plan") for the property identified herein; and

WHEREAS, the Landowner has requested and/or required Wayne Township approval and/or review of its proposed plans, and may or will require pre-construction meeting, and construction inspection; and

WHEREAS, Wayne Township is willing to authorize its professional consultants to provide such services in respect to said Plan and/or proposal upon execution of this agreement, and upon deposit of an escrow account according to the current Fee Schedule; and

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner and Wayne Township hereby authorize and direct Wayne Township's engineer or professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code to review Landowner's plans or proposals to use its property, and to make such recommendations and specifications as may be necessary with respect to such plans in accordance with all applicable Wayne Township ordinances, and State and Federal rules and regulations; and, upon approval, to provide inspection services during and upon completion of construction.
2. The Landowner and Wayne Township acknowledge that Wayne Township will incur costs and fees relating to the review of Landowner's plans by its Municipal Engineer or professional consultants, and Landowner agrees to pay and/or reimburse Wayne Township for such costs in accordance with this agreement.
3. The Landowner shall pay the Municipal Engineer or professional consultant's charges and fees for the following: (a) review of any and all Stormwater Management Plans, studies, or other correspondence relating to the Landowners submission; (b) attendance at any and all meetings relating to Landowner's plans; (c) preparation of any reports, legal documents, or other correspondence relating to Landowner's plan or proposal; (d) administrative cost and incurred expenses relating to the administration of this agreement and (e) inspection services associated with construction activities. It is understood by the execution of this agreement that the Landowner specifically accepts the Fee Schedule currently in effect in Wayne Township.

4. The Landowner hereby agrees to deposit with Wayne 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 noninterest- bearing account by Wayne Township. In the event that the above deposited escrow fund shall fall below fifty percent (50%) of the original deposit, the Landowner shall immediately, upon receipt of written notice from Wayne Township or its agent(s), deposit sums with Wayne Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Wayne Township incurred expenses, Landowner agrees to pay the total amount currently due for Wayne Township incurred expenses without delay in addition to re-establishing the base escrow account balance. Wayne Township will use its best efforts to advise the Landowner of the impending likelihood that its costs have exceeded the required escrow account sums as described above.
5. Landowner and Wayne Township agree that upon final inspection after construction of the storm water management facilities, all unused portions of the escrow account as described above shall be returned to the applicant.
6. Landowner and Wayne Township acknowledge that the Ordinance and appropriate fee schedules require Landowner to pay Wayne Township's Engineer or professional consultant fees relating to this plan or project, and in the even that Landowner fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Landowner or make the initial deposit payment described above within five (5) days of the date of this agreement, Landowner shall be in default of this agreement and in violation of the above Sections of Ordinance. In the event of Landowner's default as described above, Wayne Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Landowner. Moreover, final approval or further review may be denied or delayed until such time as the terms of this agreement are strictly met by Landowner.
7. The Landowner may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to Wayne Township that it does not desire to proceed with the development as set forth on the plan and upon receipt of such written notice by the Landowner to Wayne Township, the Landowner shall be liable to Wayne Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above. All unused portions of the escrow account as described above shall be returned to the applicant.
8. The Landowner and Wayne Township further agree that Wayne Township shall have the right and privilege to sue the Landowner 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 Wayne Township in accordance with this agreement incurred by Wayne Township by reason of any review, supervision and inspection of Landowner's project by its professionals including, but not limited to, the Wayne Township Engineer and Solicitor. Wayne Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies Wayne Township may have.
9. The Landowner and Wayne Township acknowledge that this agreement represents their full understanding as to Wayne Township's reimbursement for professional or consultant services.

10. This agreement shall be binding on and insure to the benefit of the successors and assigns of Landowner. Wayne Township shall receive thirty (30) days advance written notice from Landowner of any proposed assignment of Landowner's rights and responsibilities under this Agreement.

ATTEST:

WITNESS the following signatures and seals:

(TOWNSHIP SEAL)

For Wayne Township:

Township Secretary

Landowner:

