

PROFESSIONAL CONSULTANT REIMBURSEMENT AGREEMENT

MAJOR / MINOR SUBDIVISION AND LAND DEVELOPMENT

THIS AGREEMENT is made this _____ day of _____, 20____ (this “Agreement”), between _____, a _____ with an address at _____ (the “Applicant”) and **BOROUGH OF WEST CHESTER**, a home rule municipality with an address at 401 East Gay Street, West Chester, Pennsylvania 19380 (the “Borough”).

BACKGROUND:

WHEREAS, Applicant has submitted an application to the Borough (the “Application”) for a project consisting of

[insert details concerning application or request submitted by Applicant]

WHEREAS, the Application is a Major / Minor Subdivision or Land Development Application pursuant to the Borough’s Subdivision and Land Development Ordinance (“SALDO”);

WHEREAS, the Borough has agreed to review the Application and in order to do so requires the services of its professional consultants (as such term is defined in the Pennsylvania Municipalities Planning Code (“MPC”)) in order to provide input on the Application and to perform various activities related thereto, including, without limitation,

plan review, legal analysis, drafting legal agreements and/or preparing engineering reports; and

WHEREAS, Section 503(1) of the MPC authorizes municipalities to charge fees to applicants in connection with the submission and review of applications and plans for subdivision and/or land development, such fees to include reasonable and necessary charges by the municipality's professional consultants; and

WHEREAS, Section 97-54.B of the SALDO provides that an applicant for preliminary or final subdivision and/or land development approval shall submit an escrow deposit with its application for preliminary or final plan review and approval to cover the costs and charges of the Borough's consultants in reviewing the plan; and

WHEREAS, the amount of the escrow deposit has been fixed by Borough Council by resolution;

WHEREAS, the parties desire to enter into this Agreement to authorize the Borough's professional consultants to review the Application and to prepare all related documents, reports and plans that may be necessary to effectuate the Application, at Applicant's sole cost and expense, and to provide for an escrow account to be held by the Borough as security for the payment of the costs and charges of the Borough's professional consultants;

NOW THEREFORE, the parties agree as follows:

1. Applicant hereby authorizes and directs the Borough's professional consultants to review the Application and any and all materials, reports and documents

submitted in conjunction with the Application in order to process the Application and any associated plans and reports submitted by Applicant and to provide review letters, reports, legal agreements and plans, as may be necessary to effectuate and review the Application.

2. Upon execution of this Agreement, Applicant shall deposit in an escrow account held by the Borough (the "Account") the sum of Thirty Thousand Dollars (\$30,000.00) for a Major Subdivision, or the sum of Five Thousand Dollars (\$5,000.00) in cash or certified check for a Minor Subdivision, as security for the payment of all costs and expenses, charges and fees which may be incurred by the Borough in the review of the Application by the Borough's professional consultants. The amount deposited in escrow pursuant to this Agreement shall be used only for payment of invoices as identified in this Agreement. It is agreed and understood by the parties that no review of the Application will be authorized by the Borough until Applicant deposits the necessary escrow funds into the Account.

3. Using the funds deposited in escrow, the Borough shall pay the Borough consultants' charges, costs, fees and expenses for review of the Application, in accordance with hourly rates approved by the Borough, including: engineering, legal, site design, traffic design, landscape architecture and any other service as the Borough may deem necessary to the proper examination and evaluation of the Application.

4. The invoices for the Borough consultants' services related to the review of the Application shall be sent to Applicant on a monthly basis.

5. Applicant shall promptly replenish the Account to the original amount it was required to deposit when the funds held in the Account are at or below Ten Thousand Dollars (\$10,000.00) if a Major Subdivision, or One Thousand Five Hundred Dollars (\$1,500.00) if a Minor Subdivision. The Borough consultants shall not continue reviewing the Application until such time as Applicant has replenished the Account.

6. In the event the funds in the Account are not sufficient to cover the Borough's consultant fees, the Borough shall send written notice to Applicant of the amount due to pay the balance of the invoices and Applicant shall promptly deposit additional funds in the Account so that it contains the original amount it was required to deposit. The Borough consultants shall not continue reviewing the Application until such time as Applicant has paid the outstanding invoices.

7. Upon payment in full of all invoices related to the activities conducted by the Borough's professional consultants as contemplated by this Agreement, the Borough shall return any balance remaining in the Account to Applicant or if Applicant intends to develop its property in accordance with approved plans, the remaining balance in the Account may be used by the Borough as security for the costs of inspections of the development. In that case, Applicant shall enter a new Professional Consultant Reimbursement Agreement and establish a new escrow account for the purpose of

reimbursing the Borough for consultant fees that are incurred by the Borough during the construction, inspection and dedication phase of the development.

8. Applicant 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 and by withdrawing the Application. Within thirty (30) days of receipt of such notice the Borough shall provide Applicant with a detailed statement of the Account. Applicant shall be liable to the Borough for any charges, costs, fees and expenses incurred to the date and time of the receipt of the notice.

9. Applicant agrees that failure to comply with the terms of this Agreement, including failure to deposit funds into or replenish the Account, shall be sufficient cause for the Borough to discontinue review of the Application.

10. If Applicant disputes any of the Borough's consultant's invoices, and the invoices were incurred in the review of a subdivision or land development application, the parties shall follow the procedures outlined in Section 503(1) of the MPC to resolve the dispute.

11. Applicant and the Borough acknowledge that this Agreement represents their full understanding and that they intend to be legally bound hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date

herein mentioned above.

APPLICANT

Witness/Attest

By: _____

Name: _____

Title: _____

WEST CHESTER BOROUGH

Witness/Attest

By: _____

Sean Metrick, Manager