

REIMBURSEMENT AGREEMENT

East Marlborough Township

Type of Application: _____

Property Address: _____

Folio Number(s): _____

This Agreement is made on the day of _____ 202_ by and between East Marlborough Township, Chester County, Pennsylvania, a Pennsylvania second-class township doing business at 721 Unionville Road, Kennett Square, PA 19348 ("Township") and ("Applicant"; Contact Person; Mailing Address; phone number; email address).

Whereas, Applicant is the legal or equitable owner or tenant of certain real estate located at _____, folio number _____ (hereinafter the "Site");

Whereas, Applicant has presented to the Township plans for grading, subdivision, land development, zoning amendment, or other building development of the site as set forth above (hereinafter the "Project"); and

Whereas, Applicant has requested and/or requires Township approval for the Project and/or review of Applicant's plans and proposals concerning the Project, and the Township is willing to authorize its professional consultants to review said plans and proposals concerning the Project upon execution of this Agreement and deposit of an Escrow Account.

Now, therefore, the parties agree as follows:

- 1) Applicant and Township hereby authorize and direct Township's professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code, to review Applicant's plans and proposals concerning the Project proposed for the Site, and to make such recommendations and specifications as may be necessary with respect to the Project in accordance with all applicable Federal, State, County, and Township statutes, ordinances, codes, rules, and regulations.
- 2) Applicant and Township acknowledge that Township will incur costs and fees relating to the review of the Project by Township's professional consultants, and Applicant agrees to pay and/or reimburse Township for such costs in accordance with this Agreement.
- 3) Applicant shall pay the professional consultant's charges for the following: (a) review of any applications, plans, proposals, studies, or other correspondence relating to the Project; (b) attendance at any meetings relating to the Project; (c) preparation of any documents

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related to the Project, including, but not limited to: studies, reports, engineered plans, surveys, appraisals, agreements, deeds, declarations, easements, other legal documents, or other correspondence; (d) monitoring, testing, and inspecting of the work conducted by Applicant and/or its agents, contractors, representative, or employees in conjunction with the Project.

- 4) Applicant hereby agrees to deposit with Township the sum of _____ Dollars (\$ _____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank ("Escrow Account") as security for the payment of all Township expenses, costs, charges, and fees as outlined in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest-bearing account by the Township. All escrow funds will be held until the Project is complete and all invoices have been paid. The Applicant will be invoiced monthly for recoverable expenses and is expected to pay all invoices upon receipt. If any invoices remain unpaid for more than thirty (30) days, the Township has the right to make a reimbursement from escrow funds, which Applicant will then replenish to the original balance. Additionally, if invoices are not paid promptly, the Township may issue a stop-work order until payment is received.
- 5) Applicant and Township agree that all unused portions of the Escrow Account shall be returned to Applicant upon written request to the Township once all the work on the Project is completed by Applicant, including the maintenance period, if any, and all Township expenses, costs, charges, and fees as outlined in Paragraph 3 above have been paid.
- 6) Applicant and Township further agree that all fees or costs arising out of this Agreement shall be paid before the issuance of any permit, occupancy, or otherwise, for the use, improvement, or construction of the buildings as proposed on Applicant's final plan. Applicant agrees and acknowledges that no permit, occupancy, or otherwise, or recordable plans, shall be released by the Township until all outstanding professional consultant fees and costs are paid to the Township, and if Applicant is not in default under this Agreement.
- 7) By execution of this Agreement, Applicant acknowledges and agrees that Township employees and professional staff, including Planning Commission members and members of the Board of Supervisors, may enter upon and inspect the Site upon 48-hour notice to determine compliance with Township ordinances and to facilitate appropriate planning for the Project.
- 8) Applicant 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 development as set forth on the plan. Upon receipt of such written notice by the Township, Applicant shall only be liable to the Township for the Township expenses, costs, charges, and fees incurred before the end of this 15-day notice period.

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- 9) This Agreement shall be binding on and inure to the benefit of the successors and assigns of Applicant. Applicant shall provide Township with at least thirty (30) days' advance written notice of any proposed assignment of Applicant's rights and responsibilities under this Agreement.
- 10) Applicant and Township acknowledge that this Agreement represents their full understanding as to Township's reimbursement for professional or consultant services. If the Project constitutes a subdivision or land development under Township ordinances, the parties acknowledge their intent to execute Development and/or Improvement Security Agreements in the future. Any such Development or Improvement Security Agreements may incorporate this Agreement or replace it.
- 11) This Agreement and the Application it is a part of shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of East Marlborough Township, Chester County. Applicant and Township hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Chester County, Pennsylvania, regarding any dispute arising out of or in connection with this Agreement.
- 12) If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void, and the remainder of this Agreement shall be in full force and effect.

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.

APPLICANT:

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

EAST MARLBOROUGH TOWNSHIP:

By: _____
(Signature)

Name: _____
(Printed)

Title: _____