

**The Borough of North East
Small Project Stormwater Management Application**

FEE REIMBURSEMENT AGREEMENT

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

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Erie County, Pennsylvania, Deed Book _____ at Page _____, (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 the Municipality (hereinafter referred to as the "Plan") for the property identified herein; and

WHEREAS, the Developer has requested and/or required the Municipality approval and/or review of its proposed plans, and the Municipality is willing to authorize its professional consultants to review said Plan and/or proposal upon execution of this agreement, and upon deposit of an escrow account according to the current Fee Schedule.

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 Municipality hereby authorize and direct the Municipality'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 Municipality ordinances, and State and Federal rules and regulations.
2. The Landowner and Municipality acknowledge that the Municipality will incur costs and fees relating to the review of Landowner's plans by its Municipality or professional consultants, and Landowner agrees to pay and/or reimburse the Municipality for such costs in accordance with this agreement.
3. The Landowner shall pay the Municipality 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 plan; (c) preparation of any reports, legal documents, or other correspondence relating to Landowner's plan or proposal; (d) inspections during construction; (e) survey measurements and analyses of the constructed facilities for purposes of ensuring compliance with the approved SWM Site Plan; (f) administrative cost and incurred expenses relating to the administration of this agreement; and (g) inspections following completion of construction for a period of 10 years. It is understood by the execution of this agreement that the Landowner specifically accepts the Fee Schedule currently in effect in the Municipality.
4. The Landowner hereby agrees to deposit with the Municipality the sum of _____ Dollars (\$_____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania

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bank to defray the costs of the future inspections described in Paragraph 3(g) above, upon execution of this Agreement, which shall be held in an interest bearing account by the Municipality.

5. The Landowner hereby agrees to deposit with the Municipality 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 Paragraphs 3(a) through 3(f) above, upon execution of this agreement, which shall be held in a noninterest- bearing account by the Municipality. 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 the Municipality or its agent(s), deposit sums with the Municipality necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Municipality incurred expenses, Landowner agrees to pay the total amount currently due for Municipality incurred expenses without delay in addition to re-establishing the base escrow account balance. The Municipality 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.
6. Landowner and Municipality agree that upon completion of the Municipality's review of Landowner's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Municipality.
7. Landowner and Municipality acknowledge that the Ordinance and appropriate fee schedules require Landowner to pay Municipality'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, the Municipality 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.
8. Landowner and the Municipality further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Landowner's plan. The Landowner agrees and acknowledges that no permit, occupancy or otherwise, or recordable plans, shall be released by the Municipality until all outstanding professional consultant fees and costs are paid to the Municipality, and provided that the Landowner is not in default under this agreement.
9. The Landowner may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Municipality 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 the Municipality, the Landowner shall be liable to the Municipality 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.
10. The Landowner and the Municipality further agree that the Municipality 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

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excess of the then current balance of funds on deposit with the Municipality in accordance with this agreement incurred by the Municipality by reason of any review, supervision and inspection of Landowner's project by its professionals including, but not limited to, the Municipality Engineer and Solicitor. The Municipality's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Municipality may have.

- 11. The Landowner and the Municipality acknowledge that this agreement represents their full understanding as to the Municipality's reimbursement for professional or consultant services.
- 12. This agreement shall be binding on and insure to the benefit of the successors and assigns of Landowner. The Municipality 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:

(SEAL)

For the Municipality:

For the Landowner:

ATTEST:

_____ (City, Borough, Township)

County of Erie, Pennsylvania

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20____, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20____, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 20_____.

NOTARY PUBLIC

(SEAL)