EAST COVENTRY TOWNSHIP
REIMBURSEMENT AGREEMENT FOR COMPREHENSIVE STORMWATER MANAGEMENT PLAN APPROVAL

THIS AGREEMENT, made this _____ day of _____, 20____, by and between EAST COVENTRY TOWNSHIP, a township of the second class, with a place of business located at 855 Ellis Woods Road, Pottstown, Pennsylvania 19465 (hereinafter referred to as the "Township") and _____ _____, (hereinafter referred to as "Owner/Developer).

WITNESSETH

WHEREAS, the Owner/Developer is the legal or equitable owner of certain real estate located at or described as follows: _____, in the Township of East Coventry, Chester County, Pennsylvania (hereinafter, the "Property"); and

WHEREAS, the Owner/Developer has proposed land disturbance activities on the Property not related to a subdivision or land development; and

WHEREAS, the Owner/Developer has presented or will present to the Township a comprehensive stormwater management plan and maintenance plan (hereinafter, the "Plan") in accordance with Chapter 9 (GRADING AND EXCAVATING), Part 1 Stormwater Management of the Code of Ordinances of East Coventry Township; and

WHEREAS, the Owner/Developer has requested or will request review and approval of the Plan, which Plan is incorporate herein by reference and made a part hereof; and

WHEREAS, following approval of the Plan by the Township, Owner/Developer desires to implement the proposed land disturbance activities depicted on the approved Plan; and

WHEREAS, Owner/Developer, in order to permit the Township to review and implement the Plan, agrees to post financial security in certain escrow accounts to be held by the Township so that disbursements can be made from the escrows, as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Owner/Developer and the Township hereby authorize and direct the Township's staff (hereinafter, the "Staff"), the Township's consulting engineer (hereinafter, the "Engineer"), the Township's Solicitor (hereinafter, the "Solicitor"), and any other consultants or professionals as

determined by Township to be necessary or desirable, to review the Plan and to make such recommendations and reviews as may be necessary with respect to the Plan and to make any and all engineering inspections as required by the Township in the opinion of the Township, its Engineer, Solicitor or other consultant, in accordance with applicable legal requirements and best practices.

2. The Owner/Developer shall pay (a) the Engineer's charges and fees for reviews and/or recommendations concerning the Plan and inspection fees for and incident to the implementation of the Plan; (b) other professional fees that the Township, in its sole discretion, deems appropriate for reviews of and/or recommendations concerning the Plan, and inspection fees for and incidental to implementation of the Plan; (c) legal fees for reviews by the Solicitor of the Plan, any documents or other legal consultation relating to the application for approval and implementation of the Plan; and (d) the Township's administrative fees for issuing invoices to the Owner/Developer and administering this Agreement. All charges and fees shall be paid by the Owner/Developer as required by the Township and in accordance with Paragraphs 3 and 6 hereof.

3. The Owner/Developer hereby agrees to deposit with the Township, within five (5) days of the date of this Agreement, financial security in the amount set forth in the Township's Fee Schedule, to be held in escrow and applied to the payment of all costs and expenses, charges and fees of administration and review of the Plan (the "Planning Phase Escrow"). The Planning Phase Escrow shall be deposited by the Township into an interest-bearing escrow account and the interest thereon shall be added to the Planning Phase Escrow and applied as provided in this Agreement. It is agreed and understood by the parties hereto that neither the Township, nor its Solicitor or Engineer shall commence processing of the Plan review, review of the Plan, or any other requests until the Planning Phase Escrow has been deposited with the Township.

4. In the event the Township determines that the funds in the Planning Phase Escrow will or are likely to be exhausted before the work required of the Engineer, Solicitor, or other consultants will be completed, the Township shall send to the Owner/Developer a preliminary estimate of the time to be expended and shall require an additional deposit to complete the reviews. The Owner/Developer agrees that such additional amount shall be deposited by Owner/Developer prior to approval of the plan. Owner/Developer agrees that Township shall direct the Engineer, Solicitor or other consultants to suspend all further work until such additional sums have been deposited with the Township.

5. Any unexpended balance of the Planning Phase Escrow shall be returned to the Owner/Developer following approval of the Plan.

6. Following approval of the Plan, the Engineer, Solicitor and other necessary consultants, shall provide the Owner/Developer with an estimate of their inspection, engineering and legal fees and costs for the implementation of the Plan. Within five (5) days of the receipt of the estimate, Owner/Developer agrees to deposit with the Township financial security in the amount of the estimated sum, to be held in escrow and applied to the payment of the inspection, engineering and legal invoices submitted by the Township's consultants during the implementation phase of the Plan (the "Implementation Phase Escrow"). The Implementation Phase Escrow shall be deposited by the Township into an interest-bearing escrow account and the interest thereon shall be added to the Implementation Phase Escrow and applied as provided in this Agreement. It is agreed and understood by the parties hereto that the Plan shall not be implemented until the Implementation Phase Escrow has been deposited with the Township.

7. In the event that the Implementation Phase Escrow shall fall below ten (10) percent of the original escrow amount, the Owner/Developer shall replenish the Implementation Phase Escrow to an amount equal to that which is necessary to complete the implementation of the Plan as estimated by the Engineer, Solicitor and other Township consultants and Owner/Developer agrees that Township may suspend all further work until such additional sums have been deposited with the Township.

8. Any unexpended balance of the Implementation Phase Escrow shall be returned to the Owner/Developer following implementation of the Plan to the satisfaction of the Township.

9. In the event the Township shall expend or become liable for engineering, professional, legal or administrative costs and expenses in an amount in excess of the deposits required in Paragraphs 3 and 6 hereof, Owner/Developer agrees to promptly deposit such additional sum with the Township as the Township shall reasonably determine in its sole discretion. All unpaid sums shall accrue interest commencing five (5) days after the due date at the rate of twelve percent (12%) per annum from the due date until paid in full to the Township.

10. The Township agrees to authorize services to be rendered from the Staff, Engineer, Solicitor and other consultants upon the posting of financial security as provided in this Agreement. Owner/Developer further agrees not to commence work or construction of any sort on the Property until authorized to do so by the Township.

11. The Owner/Developer agrees and shall pay any and all engineering and legal costs incurred by the Township for the reviews and inspections which may be required for the purpose of ensuring compliance with the Plan as approved, and that the work to be done complies in all respects to the

requirements of the Township and any other laws and regulations of the Commonwealth of Pennsylvania, of the United States or any other regulations or laws required for the work to be performed.

12. The Owner/Developer agrees and shall pay any and all administrative fees invoiced or billed by the Township to the Owner/Developer for all fees or costs incurred by the Township during the review and implementation of the Plan.

13. The Owner/Developer and the Township further agree that all fees or costs arising out of this Agreement or any fee schedule of the Township in effect, shall be paid promptly upon request by the Township.

14. The Owner/Developer may at any time terminate all further obligations under this Agreement by giving written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Owner/Developer shall only be liable to the Township for costs and expenses incurred by the Township to the date and time of its receipt of the notice, provided the Plan is officially withdrawn to the satisfaction of the Solicitor.

15. In the event of a dispute concerning the amount of fees, Owner/Developer shall be required to comply with the terms of this Agreement, including provisions requiring prompt replenishment of the above escrows pending a determination of the dispute. Disputes hereunder shall be submitted in accordance with Sections 503 and 510(g) of the Pennsylvania Municipalities Planning Code, as applicable. Dispute of fees shall not, under any circumstances, relieve Owner/Developer from prompt reimbursement and/or replenishment of the escrows, as necessary.

16. Owner/Developer hereby authorizes the Township to report to one or more credit reporting agencies a default by the Owner/Developer arising from the failure of Owner/Developer to timely reimburse the Township for sums expended by the Township on behalf of the Owner/Developer pursuant to this Agreement, provided, that the Owner/Developer has failed to cure the default within thirty (30) days after the Township provides to the Owner/Developer written notice of such default. In furtherance of this provision, Owner/Developer hereby certifies that the following Social Security Number or Employer Identification Number is true and correct for the purpose of reporting:

    _____.

17. The Owner/Developer and the Township acknowledge that this Agreement represents their full understanding of the terms hereof and that they intend to be legally bound hereby. This Agreement may not be amended or modified in any manner except by a written agreement signed by all of the parties hereto.

EAST COVENTRY TOWNSHIP

ATTEST:

_____

Name: Bernard A. Rodgers

Title: Township Manager

BY: _____

Name: Ray Kolb

Title: Chairman, East Coventry Township Board of Supervisors

ATTEST:

_____

OWNER/DEVELOPER

BY: _____