

Project Name: \_\_\_\_\_  
Initial Escrow Amt Provided: \_\_\_\_\_

## BIRMINGHAM TOWNSHIP

### CONSULTANT FEE REIMBURSEMENT CONTRACT

**THIS CONSULTANT FEE REIMBURSEMENT CONTRACT** (the "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by (the "Property Owner"), whose mailing address is \_\_\_\_\_.

**WHEREAS**, the Property Owner(s) is/are the legal or equitable owner of certain real estate, which is more particularly identified as Chester County Tax Map Parcel No. \_\_\_\_\_ located \_\_\_\_\_ at \_\_\_\_\_ address \_\_\_\_\_ in Birmingham Township (hereinafter referred to as the "Site"); and

**WHEREAS**, the Property Owner has presented to Birmingham Township (the "Township") plans for demolition, grading, subdivision, land development, zoning, stormwater management or other building development of the Site (hereinafter referred to as the "Project"); and

**WHEREAS**, the Property Owner has requested and/or requires the Township's approval for the Project and/or review of the Property Owner's plans and proposals concerning the Project, and the Township is willing to authorize its Consultants to review said plans and proposals concerning the Project upon execution of this Contract.

**NOW THEREFORE**, the Property Owner agrees as follows:

1. The Property Owner acknowledges that the Township will incur costs and fees relating to the review of the Project by the Consultants, and the Property Owner agrees to post any required escrow and pay and/or reimburse the Township for such costs in accordance with this Contract. The Property Owner has received, read, and understands the Township's Consultant Fee Reimbursement Policy and Procedures, which are incorporated into this Contract by reference.
2. The Property Owner shall pay the Township's Consultants' costs and fees for the following:  
(a) review of any and all plans, proposals, studies or other correspondence relating to the Project;  
(b) attendance at any and all meetings relating to the Project; (c) preparation of any documents 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; and (d) monitoring, testing, and inspecting of the work conducted by the Property Owner and/or its agents, contractors, representatives or employees in conjunction with the Project. It is understood by executing this Contract that the Property Owner specifically accepts the fee schedules currently in effect, any applicable interest rate charges, and the fee schedules for Consultants that may come in effect during the duration of the Project.

3. The Property Owner further agrees that all fees or costs arising out of this Contract shall be fully paid prior to the issuance of any permit or approval for the Project. The Property Owner agrees and acknowledges that no permit, occupancy permit or recordable plans shall be released by the Township until all outstanding Consultant fees and costs are paid to the Township.

4. The Property Owner may at any time terminate all future obligations under this Contract by giving written notice to the Township that it does not desire to proceed with the Project. Upon receipt of such written notice by the Township, the Property Owner shall only be liable to the Township for the Township Consultant's expenses, costs, charges, and fees incurred prior to the receipt of the written notice. Property Owner acknowledges and agrees that the invoices for services performed on all dates prior to the date of receipt of the termination notice by the Township shall remain the responsibility of the Property Owner regardless of the date of the mailing of such invoice to the Township or Property Owner.

5. The Property Owner and the Township agree that the Township shall have the rights and privilege to sue the Property Owner in assumpsit for reimbursement, to lien the Site or both, in its sole discretion, for any expense incurred by the Township's Consultants for the Project in excess of the then current balance of the established escrow with the Township. The Township's election of remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have at law or equity.

6. This Contract shall be binding on and inure to the benefit of the successors and assigns of the Property Owner. The Property Owner shall provide the Township with at least thirty (30) calendar days advance written notice of any proposed assignment of the Property Owner's rights and responsibilities under this Contract.

7. This Contract shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and all actions shall be brought in the Court of Common Pleas for Chester County.

8. If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional or void and the remainder of this Contract shall be in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the Property Owner has caused his/her signatures to be affixed and have affixed their hands and seals the day and year first above written.

WITNESS:

PROPERTY OWNER(S):

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