

CALN TOWNSHIP



Consultant Fee Reimbursement Policy and Procedures

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Policy

It is the policy of Caln Township (“Township”) to appoint private consultants (“Consultants”) to assist the Township Staff (“Staff”) from time to time. These Consultants are hired to augment the Staff’s capabilities with professional expertise in specific disciplines necessary to help promote the public health, safety, and general welfare of the Township and its residents. The Township engages its Consultants on projects that benefit either the community as a whole or the individual property owner. For those projects that benefit the individual property owner, it is the policy of the Township to impose reasonable fees on the individual property owner to cover project specific costs. Furthermore, it is the Township’s policy to require the individual property owner to fully reimburse the Township for its Consultants’ time and materials necessary to ensure that those projects benefiting the individual property owner comply with the Township Code.

Procedures

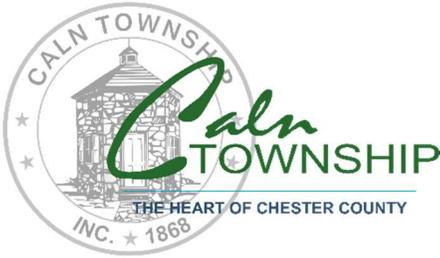
The Township establishes fees from time to time by resolution to cover its costs to process various applications for those projects directly benefiting individual property owners (“Property Owner”). These application fees include, but are not limited to, appeals, buildings, drainage, driveways, pools, subdivisions, land developments, sanitary sewers, and zoning. In addition to the above referenced fees, the Township’s Consultants’ rate tables are incorporated into the Township’s fees schedule by resolution. In those instances where the Township requires or desires Consultant participation in reviewing the applications, the procedures for reimbursement are as follows:

1. The Property Owner is required to submit a completed and notarized Caln Township Consultant Fee Reimbursement Contract (“Contract”) and any necessary application forms required for their project to the Building and Life Safety Office Staff at the Township, along with the required permit fees and escrow amount. Applications will not be deemed complete or processed without the submission of a completed and notarized Contract and the requisite fees and escrow. A copy of the Contract is attached as Exhibit “A”.
2. The Building and Life Safety Office Staff will forward the submitted materials to the Township Manager, or his/her designee, for review. If the application is deemed complete, the Township Manager or his/her designee will authorize the Consultants to begin work and direct the Finance Staff to establish an escrow account for the project. Prior to circulation of the application for review by the Staff and/or Consultants, a copy

of the Contract will be forwarded to the Finance Staff and a copy placed in the project file with the application.

3. Each Consultant shall establish a separate project number for the purpose of invoicing. Consultant invoices shall be submitted monthly to the Township Manager or her/his designee and include charges itemized by date and time, identifying the person performing the work, and sufficient detail on the work performed to support the billing.
4. Within fourteen (14) calendar days of receipt of a Consultant invoice, the Township Manager or her/his designee will review the invoice(s). The Township Manager or his/her designee will direct any questions regarding the invoice to the Consultant. Once the review of the invoice is completed by the Township Manager or his/her designee, then the invoice will be forwarded to the Finance Staff for consideration of payment by the Board of Commissioners (“Board”) at its next regularly scheduled meeting.
5. Within fourteen (14) calendar days after the Board approves payment of the invoice, the Finance Staff will mail a Payment Reimbursement Letter (“Letter”) to the Property Owner identifying a reimbursement deadline of thirty (30) calendar days from the date of the Letter and advising that non-payment will delay the processing of applications and/or issuance of permits/approvals. If there is any dispute by the Property Owner with regard to a Consultant invoice, such disputes shall be handled as provided for in the Municipalities Planning Code.
6. Should the Property Owner fail to return full payment within the thirty (30) calendar day deadline, the Finance Staff is authorized to withdrawal the appropriate amount of funds from the escrow account established for the project to reimburse the Township for the paid Consultant invoice. A second letter shall then be sent notifying the Property Owner that additional funds are required to be submitted to the Township to fund the escrow account to the required level within fifteen (15) calendar days of the date of the second letter. In the event that there were insufficient funds in the escrow account to fully reimburse the Township for the paid Consultant invoice, the Property Owner shall be so notified of the requirement to reimburse the Township within fifteen (15) calendar days of the date of the second notice letter and appropriately fund the escrow account.
7. Should the Property Owner fail to return full payment within the fifteen (15) day deadline and/or fund the escrow account to the required level, the Finance Staff shall issue a final letter advising the Property Owner that the processing of all Township applications and issuance of approvals/permits for the Project are suspended until the Property Owner meets his/her financial obligations to the Township.
8. Township approvals and permits will not be issued until all outstanding invoice(s) are paid in full.

Exhibit A
Caln Township Contract for Professional Services



THIS CONTRACT is made this _____ day of _____, _____, by _____ (the “Property Owner”), whose mailing address is: _____.

WHEREAS, the Property Owner is the legal or equitable owner of certain real estate bearing Chester County Tax Map Parcel No. 39 – _____, located at address _____ in Caln Township (hereinafter referred to as the “Site”); and

WHEREAS, the Property Owner has presented to Caln Township (the “Township”) plans for grading, subdivision, land development, zoning 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 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 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 Project. The Property Owner agrees and acknowledges that no permit, occupancy, or issuance of recordable plans shall be released by the Township until all outstanding Consultant fees and costs are paid to the Township, provided that the Property Owner is not otherwise in default under this Contract.
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 and its Consultant's expenses, costs, charges, and fees incurred prior to the receipt of the written notice. Property Owner acknowledges and agrees that 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 invoice or the date of mailing of such invoice to the Township or the 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 Property Owner's property 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 in 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, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional or void and the remainder of this Contract shall be in full force and effect.

