

NEWLIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION No. 2019-02

**RESOLUTION ESTABLISHING THE NEWLIN TOWNSHIP CONSULTANT
FEE REIMBURSEMENT POLICY AND PROCEDURES, AND THE NEWLIN
TOWNSHIP CONSULTANT FEE REIMBURSEMENT CONTRACT**


WHEREAS, the Pennsylvania Municipalities Code at Section 503, 509 and 510 authorizes the Board of Supervisors to require reimbursement for consultant fees incurred for certain projects and developments, and to require municipal escrows and financial security to be posted with respect to certain projects and developments proposed within the Township (53 P.S. Section 10503, 10509 & 10510);

WHEREAS, the Board of Supervisors has determined that such policy and procedures and contractual obligations related to the above should be set forth and established as the practice and procedures to be followed in the Township.


NOW, THEREFORE, the Board of Supervisors of Newlin Township does hereby resolve that the following documents listed below and attached to this Resolution are adopted as the Township's policy and procedures (and related contract), as follows:

- 1) Newlin Township Consultant Fee Reimbursement Policy and Procedures; and
- 2) Newlin Township Consultant Fee Reimbursement Contract.

RESOLVED AND ADOPTED 14th day of January 2019.



Janie H. Baird, Chairman

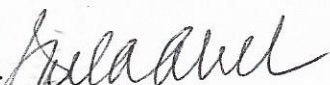


William J. Kelsall, Vice Chairman



Robert R. Pearson, Member

ATTEST:


Gail A. Abel, Secretary

NEWLIN TOWNSHIP
Consultant Fee Reimbursement
Policy and Procedures

Policy.

It is the policy of Newlin Township (the "Township") to appoint private consultants ("Consultants") to assist the Township Staff (the "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 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 Township Code.

Procedures.

The Township establishes fees from time to time by resolution to cover its cost to process various applications for those projects directly benefiting individual property owners ("Property Owners"). These application fees include, but are not limited to, buildings, decks, demolition, driveways, fireworks, pools, sheds, signs, subdivision and land development, zoning, and stormwater management.

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 Newlin Township Consultant Fee Reimbursement Contract ("Contract") and any necessary application forms required for their project to the Township Secretary, 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 to this Policy and Procedures document.
2. The Township Secretary will review the submitted materials. If the application is deemed complete, the Secretary or her designee will establish an escrow account for the project and authorize the Consultants to begin work. A copy of the Contract will be 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 Secretary or her 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. The Township Secretary or her designee will review the invoice(s). The Township Secretary or her designee will direct any questions regarding the invoice to the Consultant. Once the

review of the invoice is completed by the Township Secretary or her designee, the invoice will be forwarded to the Board of Supervisors (the "Board") at its next regularly scheduled meeting.

5. After the Board approves payment of the invoice, the Secretary 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 (the "MPC").
6. Should the Property Owner fail to return full payment within the thirty (30) calendar day deadline, the Township Secretary is authorized to withdraw 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 Township Secretary 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. Interest as authorized by a fee resolution duly adopted by the Township may be charged for such unpaid invoices. If the Consultant invoice is being properly disputed by the Property Owner under the applicable provisions of the MPC, those provisions shall apply and control.

NEWLIN 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 is 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 Newlin Township (hereinafter referred to as the "Site"); and

WHEREAS, the Property Owner has presented to Newlin 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 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 issuance or recordable plans shall be released to 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 the 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 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:

NEWLIN TOWNSHIP
P.O. BOX 447, UNIONVILLE, PA 19375
Phone: (610) 486 - 1141, Fax: (888) 659 - 8823
Email: info@newlintownship.org
Copy to: cakologie@casval.com

NEWLIN TOWNSHIP
PLAN SUBMISSION REQUIREMENTS

Instructions for Application Submissions:

1. Applications must be mailed to: Newlin Township, P.O. Box 447, Unionville, PA 19375
2. Applications along with the required Filing Fee and Escrow payment (both payable to "Newlin Township") must also be mailed to the Township at the above address. This application must include a completed copy of this form and the completed application form. Applicable Filing Fees and Escrows have been adopted by resolution and can be found on the Township's website.
3. The Newlin Township Consultant Fee Reimbursement Policy and Procedures should be reviewed, and an executed copy of the Newlin Township Consultant Fee Reimbursement Contract shall be submitted to the Township with the application. Both documents are attached hereto and can be found on the Township's website.
4. No application will be accepted as complete by the Township Secretary unless accompanied by the required Filing Fee, required Escrow payment and the executed Newlin Township Consultant Fee Reimbursement Contract.

Please also submit the completed application via email to: info@newlintownship.org and for any and all questions, please use the Township as first point of reference.

PROJECT NAME/PROJECT LOCATION: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

Signature (Acknowledging Receipt of the Above)

Date