



LONDON GROVE TOWNSHIP

Review and Processing Escrow Agreement for Stormwater Management Plans

Name of Project: _____
Amount of Security: \$ _____

THIS AGREEMENT, is made this _____ day of _____, 20____ by and among _____ with its principal place of business located at _____ (hereinafter called “Applicant”), and the BOARD OF SUPERVISORS OF LONDON GROVE TOWNSHIP, 372 Rose Hill Road, Suite 100, West Grove, PA 19390 (hereinafter called “Township”).

RECITAL

WHEREAS, the Applicant owns certain real property located in the Township at _____ and known as Tax Parcel Number(s) _____; and

WHEREAS, the Applicant has submitted a Stormwater Management Plan (“Plan”) for review and approval by the Township in accordance with the London Grove Township Stormwater Management Ordinance contained in Chapter 20 of the Codified Ordinance of London Grove Township (“Ordinance”); and

WHEREAS, both the Township Ordinance authorizes the establishment of fees and charges relating to filing and review of Stormwater Management Plans; and

WHEREAS, the Ordinance authorizes the establishment of reasonable and necessary fees and charges related to review of Stormwater Management Plans by the Township’s professional consultants or Township Engineer; and

WHEREAS, the Township has by Resolution adopted a fee schedule as prescribed by the Ordinance; and

WHEREAS, the Applicant acknowledges receipt of said Ordinance and fee schedule.

NOW, THEREFORE, for and in consideration of the Township’s review of the Plan, and the mutual promises of the parties hereto made to each other, and intending to be legally bound hereby, the parties agree as follows:

1. For purpose of this Agreement the term “Professional Consultant” include, but not be limited to persons who provide expert or professional advice, including, but not to, architects, attorneys, certified public accountants, engineers, geologists, land surveyors, landscape architects or planners.
2. On or prior to the date of this Agreement, Applicant has deposited with Township, the receipt whereof is hereby acknowledged, the sum of \$ _____ dollars, (the “Escrow”) which shall be held by the Township, without interest, for application by the Township to or towards

LONDON GROVE TOWNSHIP

- the cost of reviewing Plan by Township Engineer or other professional consultant.
3. Any other review or permit fee associated with processing of this Plan (i.e., PennDOT Highway Occupancy Permit, DEP Stream Encroachment Permits, Chester County Planning Commission Review, Chester County Conservation District review) are not included within the scope of this Agreement, and remain the direct responsibility of Applicant.
 4. Upon submission to the Township of itemized bills for Professional Consultant fees, the Township shall within ten (10) days of receipt, provide copies of the itemized bills to the Applicant. The Applicant shall have thirty (30) days after receipt of the bill to notify the Township and the Township's Professional Consultants that such fees are disputed and the basis for the objection to those fees. Failure of the Applicant to dispute a bill within thirty (30) days shall be a waiver of the Applicant's right to contest the bill.
 5. Applicant shall be required to maintain a minimum balance that is equal to twenty percent (20%) of the Escrow at all times. Immediately after notice from the Township that the balance in the account is below the required minimum, Applicant shall deposit with the Township, sufficient funds to restore the balance to the Escrow. Failure of the Applicant to deposit the required funds shall result in the immediate cessation of all work by the Township and its Professional Consultants.
 6. This Agreement shall remain in full force and effect until the Applicant withdraws its Plans; the Plans are denied approval by the Township; or Applicant's Plans have received final approval and the Applicant and Township have executed appropriate Stormwater Maintenance and Operation Agreements.
 7. By execution of this Agreement, Applicant authorizes the Township to withdraw and make disbursements from the Escrow to pay the Professional Consultants, after the expiration of the thirty (30) day time period set forth in paragraph four (4) above, without limitation, and hereby remises, releases and forever discharges the Township from any and all liability, except wanton and intentional misconduct of the Township, with respect to any sum or sums so withdrawn, and directs that the Township shall be entitled to withdraw said sums without further inquiry being made by Township.
 8. Applicant acknowledges and agrees that the sum deposited in the Escrow is for the sole purpose of paying the Township's Professional Consultants, and is not for the purpose of guaranteeing any public improvements or payment to Applicants' consultants, contractors or subcontractors who supply labor or materials or perform services in connection with the Plans.
 9. Township agrees that the Escrow shall not be diminished by it, except upon receipt of invoices from the Township's Professional Consultants, and then only in such amount as set forth in the invoices.
 10. If the aforesaid deposits are insufficient to cover the charges of the Township Engineer or other Professional Consultants to the Township for the aforesaid service rendered or any other engineering or consulting services rendered relating to the Plan, Township shall bill applicant for such deficiency. Applicant shall pay Township the amount of such bill. If the aforesaid deposits exceed said charges of the Engineer or Professional Consultants, the balance remaining shall be refunded to the Applicant without interest after final release by the Township or any security posted with respect to maintenance or repair of the improvements shown on the Plan.
 11. Failure of the Applicant to make any required deposit or to pay a bill submitted within the time specified shall be reason for disapproval of the Plan.
 12. All notices to be given by any of the parties hereto shall be in writing and delivered to the address of each party set forth in the heading hereof (or to such other address as may be

LONDON GROVE TOWNSHIP

furnished in writing for such purpose) to the attention of the individual named in the heading, if any, by postage prepaid, registered or certified mail or by recognized overnight delivery service with positive tracking of items (e.g., Federal Express).

13. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.
14. Any additional terms, conditions, or modifications of this Agreement shall not be effective unless reduced to writing, signed by the parties hereto and appended to this Agreement as an Addendum hereto, specifically designated as such.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives on the date first indicated hereinabove.

Attest/Witness

Applicant

LONDON GROVE TOWNSHIP BOARD OF SUPERVISORS

Township Secretary

Chairman

Board Member

Vice Chairman

Board Member

Board Member