

**PLUMSTEAD TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made as of the _____ day of _____, AD, _____ by and between **PLUMSTEAD TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 5186 Stump Road, Plumsteadville, PA 18949 (hereinafter referred to as "**Township**") and _____ (hereinafter referred to as "**Applicant**").

WITNESSETH:

WHEREAS, the Applicant is the legal or equitable owner of certain real estate consisting of Bucks County Tax Map Parcel No. _____ upon which Applicant intends to install a stormwater system/facility or an on-lot sewage disposal system, pursuant to proposed plans or pursuant to a building permit; and

WHEREAS, the Applicant has filed with the Township a stormwater permit application or a planning module; and

WHEREAS, Township is willing to authorize its professional staff to review said plans and applications and perform such other professional services as are necessary as a result of Applicant's plan and upon deposit of an escrow account with the Township.

NOW, THEREFORE, the parties agree as follow:

1. The Applicant and Township hereby authorize and direct the Township's consulting engineer, or his designee(s), (hereinafter referred to as "**Engineer**") and/or the Township's Community Planner to review plans and applications, and to make such recommendations and specifications as may be necessary with respect to such plans as reasonably required by the Township pursuant to its ordinances or codes which in the Engineer's reasonable opinion are required in accordance with good engineering practices.

2. The Applicant and Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the application procedure and/or approval of Applicant's proposed plan.

3. The Applicant shall pay: (a) the Engineer or Planner's reasonable charges and fees for review of and/or preparation of any Plans and applications, and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable ordinances of the Township or other rules, regulations or statutes; and (b) reasonable legal fees for review by

the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues, and preparation of any documents related to the Applicant's plan.

4. The Applicant hereby agrees to deposit with the Township the sum of _____, payable in cash in U.S. Dollars or check as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this Agreement, which shall be held in a non-interest bearing account by the Township.

In the event that the above deposited escrow fund shall fall below one-half of the original deposit, the Applicant shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Applicant agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best effort to advise the Applicant of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Applicant and Township agree that upon completion of Township's review of Applicant's plan, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

5. The Applicant may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the application, and upon receipt of such written notice by the Applicant to the Township, the Applicant shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice.

6. The Applicant and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hand and seals the day and year first above written.

TOWNSHIP:

PLUMSTEAD TOWNSHIP

Plumstead Township

APPLICANT:

To Ensure Accurate Accounting of Escrow Funds, Plumstead Township Requires that Escrow Funds be Remitted by the Person/Entity Signing the Professional Services Agreement

1. Professional Service Agreement must be signed by Payee
2. Please provide the following information

Contact Name: _____

Mailing Address: _____

Contact Phone: _____

Contact Email: _____

(Effective March 2014 Plumstead Township is now sending Professional Service Billing by Email)

Per the Professional Services Agreement - In the event that the deposited escrow fund shall fall below one-half of the original deposit, the Applicant shall immediately, upon receipt of written notice from the Township, replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Applicant agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance.