

**PLUMSTEAD TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made as of the _____ day of _____, AD, 20____ by and between ***PLUMSTEAD TOWNSHIP***, Bucks County, Pennsylvania, with offices located at 5186 Stump Road, Plumsteadville, PA 18947 (hereinafter referred to as “***Township***”) and _____ **include address** (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. _____, for which the Applicant:

- Intends to execute an On-Lot Sewage Maintenance Agreement (O&M Agreement)
- Intends to participate in a pre-submission review process with the Township’s professional staff, elected officials, and/or appointed Board members
- Filed a Conditional Use Application
- Filed a request to connect to Public Water
- Filed a Well Permit Application
- Filed a Stormwater Management Application
- Filed a Planning Module
- Intends to construct/develop a _____ (type of Subdivision/Land Development project)

with the Township, pursuant to proposed plans, a building permit, and/or sketch plan; and

WHEREAS, the Applicant has filed with the Township all required plans, manufactures specifications, and associated documents; and

WHEREAS, Applicant desires to obtain the Township’s approval of the project and the Township is willing to authorize its professional staff to review said plans and specifications and perform such other professional services as are necessary as a result of Applicant’s request 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), the Township’s Arborist, Township’s Traffic Engineer, Township’s Lighting Engineer, Township’s Wetland Consultant, Township’s Water Engineer, Township’s

Water Engineer and/or the Township's Community Planner (hereinafter collectively referred to as the Township's "***Professional Consultants***") to review the plans, specifications and associated documents and to make such recommendations as may be necessary with respect to such submitted plans, specifications and associated documents 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 project and/or approval of the project.

3. The Applicant shall pay: (a) the Professional Consultants reasonable charges and fees for review of and/or preparation of any Plans or development proposals 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 meetings, phone conferences, electronic communications, review by the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Applicant's project; and (c) Legal Advertising Costs if a Conditional Use Hearing is required; and (d) the cost of a court reporter if a Conditional Use Hearing is required; and (e) a 6% administration fee with each billing.

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 the original deposit, 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 efforts 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 approval of the project and/or upon completion of Township's review of project or Applicant's withdrawal of the application, 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, only after all final statements for services rendered by Township's Professional Consultants have been received by the Township.

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 project 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.

7. The Applicant acknowledges that if the Applicant fails to replenish the escrow account as needed, the Township reserves the right to file suit to collect the money owed to the Township.

8. The Applicant and the Township acknowledge that both parties submit to the jurisdiction of the Bucks County Court of Common Pleas to resolve all disputes over the Agreement and that the laws of the Commonwealth of Pennsylvania and the Ordinances of Plumstead Township shall apply.

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:

(signature)

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: _____

Plumstead Township sends Professional Service Billing by Regular Mail via the U.S. Postal Service.

Per the Professional Services Agreement - In the event that the deposited escrow fund shall fall below 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.