



EAST ROCKHILL TOWNSHIP

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 200__, by and between **EAST ROCKHILL TOWNSHIP**, Bucks County, Pennsylvania, with offices located at 1622 N. Ridge Road, Perkasie, PA 18944 (hereinafter referred to as “**Township**”) and _____ (hereinafter referred to as “**Developer/Applicant**”) whose mailing address is:

_____.

W I T N E S S E T H:

WHEREAS, the Developer/Applicant is the legal and/or equitable owner of certain real estate bearing Bucks County Tax Map Parcel No. _____, located at

_____ (address, location, description)

upon which Developer/Applicant submitted

_____ (Name of Subdivision, Plan, Application, Proposal or Project)

including plans prepared by _____, dated _____, last revised _____ consisting of _____ sheets or sheet _____ of _____; and

WHEREAS, the Developer/Applicant has presented to the Township an application or application with plans for subdivision and/or land development, highway occupancy permit, storm water management or other similar plans, application and/or an ordinance or project review request for the use of their land on or within the Township; and

WHEREAS, the Developer/Applicant has filed with the Township such applications, plans and other documents and has requested approval for permits to build and/or requested approval of similar application, plan, ordinance or other proposal to make use of its property, which application,

proposal and plan is hereby incorporated by reference and made a part hereof;

WHEREAS, the Developer/Applicant has requested and/or requires the Township approval and/or review of its proposed project, application, ordinance, plan and/or other proposal and the Township is willing to authorize its professional staff to review said project, application, ordinance, plan or other proposal upon execution of this Agreement and upon deposit of an escrow account according to the current East Rockhill Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer/Applicant and Township hereby authorize and direct the Township's consulting engineer, planner, solicitor and/or other professional consultant as defined at Section 107 of the Pennsylvania Municipalities Planning Code, or his/her designee(s)(hereinafter referred to as "**Township Consultant**") to review the engineering, site plans, application, submitted documents, ordinance and/or other documents and to make such recommendations and specifications as may be necessary with respect to such plans, application, submitted documents, ordinance and/or other proposal and to make any and all engineering inspections and/or other reviews as required by the Township pursuant to its ordinances or codes which in the Engineer's and/or other Township Consultant's opinion are required in accordance with good engineering practices and/or Township regulations.

2. The Developer/Applicant and the Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer/Applicant's proposed plan, project application and/or other proposal.

3. The Developer/Applicant shall pay for all Township Consultant fees related to the Developer/Applicant's plan, application, and/or other proposal, including but not limited to: (a) the

Township Consultants' charges and fees for review of and/or preparation of any project documentation, plans or development proposals and all subsequent inspections, monitoring, reviews or testing performed in order to insure compliance with all applicable ordinances of the Township or other rules, regulations and statutes; (b) legal fees for review by the Township Solicitor or other Township Consultant of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer/Applicant's plan, application, proposed ordinance or other proposal; (c) an administrative charge of ten percent (10%) but not less than Fifty Dollars (\$50.00) per invoice and a flat fee of \$50.00 per closing statement for expenses which are incurred by the Township by reason of this Contract; and (d) any additional Township Consultant fees incurred by the Township in relation to the Developer/Applicant's plan, application and/or other proposal, including but not limited to attendance at any and all meetings relating to the same. All charges and fees shall be paid by the Developer/Applicant as required by the Township and in accordance with Paragraph 4 below. It is understood by executing this Agreement that the Developer/Applicant specifically accepts the fee schedules currently in effect and the fee schedules for Township Consultants that may become in effect during the duration of the project.

4. The Developer/Applicant hereby agrees to deposit with the Township the sum of _____ payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon the execution of this Agreement, and said security escrow shall be held in an account by the Township and used for the purposes set forth herein.

5. In the event that the above deposited escrow fund shall fall below fifty percent (50%) of the original deposit, the Developer 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, Developer/Applicant agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance set forth above. The Township will use its best efforts to advise the Developer/Applicant of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer/Applicant and Township agree that upon completion of the proposed development, plan, application and/or other proposal and/or upon completion of the Township's review of Developer/Applicant's plan, application or other proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager, unless there are unpaid fees and/or bills and/or a need to use said remaining funds to satisfy other outstanding Township Consultant fees in relation to the Developer/Applicant's plan, application and/or proposal.

If the plan, application or proposal constitutes a subdivision or land development or a planned residential development for which a Development and/or Financial Security Agreement is required by the Township, Developer/Applicant shall execute a Development Agreement which will estimate the Township's professional consultant's costs for the period governing the beginning of construction through the end of dedication.

Developer/Applicant and Township acknowledge that Sections 22-302(2) and (3) of the East Rockhill Township Subdivision and Land Development Ordinance requires Developer/Applicant to pay Township's professional services relating to this plan, application or project and in the event that Developer/Applicant fails to provide sufficient funds in the above-described revolving escrow account within fifteen (15) days written notice to the Developer/Applicant or make the initial deposit payment described above within five (5) days of the date of this Agreement, Developer/Applicant

shall be in default of this Agreement and further, if Developer/Applicant's plan or proposal constitutes a subdivision or land development as defined by the Municipalities Planning Code, then in violation of the above-referenced Section of the Subdivision and Land Development Ordinance.

In the event of Developer/Applicant's default as described above, the Township may refuse to issue any permit or grant any approval necessary to improve or develop the subject site until such time as the terms of this Agreement are strictly met and complied with by Developer/Applicant.

6. The Developer/Applicant and the Township further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Developer/Applicant's final Plan or project. The Developer/Applicant agrees and acknowledges that no permit and/or approval, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Township as of the date of the requested occupancy or other permit or approval have been paid and Developer/Applicant is not in default under this Agreement.

7. The Developer/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 development, plan, application, project or other proposal as set forth on the Plan and upon receipt of such written notice by the Developer/Applicant to the Township, the Developer/Applicant shall be liable to the Township for its costs and expenses incurred to the date and time of the receipt of said notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer/Applicant and the Township further agree that the Township shall have the right and privilege to sue the Developer/Applicant or then property owner in assumpsit for reimbursement or to lien the property or both in its sole discretion for any expense in excess

of the then current balance of funds on deposit with the Township in accordance with this Agreement incurred by the Township by reason of any review, supervision and inspection of Developer/Applicant's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer/Applicant and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the party(ies) in agreement and Escrow Fund established under this contract.

10. This Agreement shall be binding on and inure to the benefit of the successors, heirs and assigns of Developer/Applicant. The Township shall receive thirty (30) days advance written notice from Developer/Applicant of any proposed assignment of Developer/Applicant's rights and responsibilities under this Contract for Professional 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.

EAST ROCKHILL TOWNSHIP

By: _____
(Developer/Applicant)

BOARD OF SUPERVISORS

(Signature of Developer/Applicant)

Secretary

ATTEST: _____