

Incorporated March 12, 1738

TINICUM TOWNSHIP

Bucks County

BOARD OF SUPERVISORS

163 Municipal Road
Pipersville, Pennsylvania 18947

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement made this _____ day of _____, A.D., 20____, by and between TINICUM TOWNSHIP, Bucks County Pennsylvania, with offices located at 163 Municipal Road, Pipersville, PA 18947 (hereinafter referred to as “TOWNSHIP”) and _____ (hereinafter referred to as “DEVELOPER”).

WITNESSETH:

WHEREAS, the DEVELOPER is the legal or equitable owner of certain real estate bearing Tax Map parcel No. 44-_____ located or described as follows: _____; and

WHEREAS, the DEVELOPER has requested the TOWNSHIP to consider DEVELOPER’s plan or plans for the use of their land to the TOWNSHIP (the “Request”); and

WHEREAS, TOWNSHIP will incur the expense of its consultants meeting with DEVELOPER and/or reviewing the DEVELOPER’s Request plan; and

WHEREAS, DEVELOPER is willing to post an escrow to reimburse the TOWNSHIP for its costs in reviewing DEVELOPER’s request.

NOW, THEREFORE, the parties agree as follows:

1. The DEVELOPER and TOWNSHIP hereby authorize and direct the TOWNSHIP’s consulting professionals including the TOWNSHIP’s Solicitor, Engineer, Environmental consultants, Planner and other such consultants, (hereinafter referred to as “CONSULTANTS”) to review the DEVELOPER’s Request and to make such recommendations and specifications as may be necessary with respect to such Request and to make any and all inspections as required by the TOWNSHIP in accordance with the Request pursuant to its ordinances or codes which are required in the TOWNSHIP’S or CONSULTANTS’ opinion to be in accordance with good engineering practices.
2. The DEVELOPER shall pay (a) the CONSULTANTS’ charges and fees for review of its Request; (b) reasonable legal fees for review by the Township Solicitor which, in the Township’s opinion requires legal review of any plan, documents or other legal consultation relating to the DEVELOPER’s Request, and; (c) all out of pocket costs and expenses incurred by the TOWNSHIP which are incidental to the proper examination and evaluation of the

DEVELOPER's Request. All charges and fees shall be paid by the DEVELOPER as required by the TOWNSHIP and in accordance with paragraph 3 set forth herein.

3. The DEVELOPER hereby agrees to deposit with the TOWNSHIP in a noninterest-bearing account in the sum of _____ dollars (\$_____) (the "Escrow Account fund"). Said sum shall be provided as security for the payment of all costs and expenses, charges and fees as set forth in paragraph 2 above, with the submission of the DEVELOPER's Request. The TOWNSHIP shall pay the fees and charges incurred in reviewing the DEVELOPER's Request from the Escrow Account Funds. It is agreed and understood by the parties that neither the Township, its Solicitor, nor its Engineer shall commence processing this application and/or the request until the security deposit has been deposited with the Township.
4. The Escrow Account Funds must be replenished when they are depleted to twenty five percent (25%) of the amount of original escrow required by paragraph 3 hereof.
5. At the conclusion of the TOWNSHIP's review of the DEVELOPER's request, the TOWNSHIP shall refund any balance remaining in the Escrow Account Fund and DEVELOPER agrees to pay any outstanding balance remaining. Any unpaid escrow balance will be charged interest at a rate of 1.25 percent per month for any amount not paid within thirty (30) days.

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.

TINICUM TOWNSHIP

Teri Lewis, Manager

DEVELOPER

By: _____

Name: _____

Title: _____