

**LOWER PROVIDENCE TOWNSHIP**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014, by and between **LOWER PROVIDENCE TOWNSHIP**, Montgomery County, Pennsylvania, with offices located at 100 Parkland Drive, Eagleville, PA 19403 (hereinafter referred to as “**Township**”) and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as “**Applicant**”).

**WHEREAS**, Applicant is the legal or equitable owner or tenant of certain real estate consisting of Tax Map Parcel No. \_\_\_\_\_ located in Lower Providence Township within the \_\_\_\_\_ Zoning District (hereinafter referred to as the “**Site**”); and

**WHEREAS**, Applicant has presented to the Township plans for grading, subdivision, land development, or other building development of the Site (hereinafter referred to as the “**Project**”); and

**WHEREAS**, Applicant has requested and/or requires Township approval for the Project and/or review of Applicant’s plans and proposals concerning the Project, and the Township is willing to authorize its professional consultants to review said plans and proposals concerning the Project upon execution of this Agreement, and upon deposit of an Escrow Account.

**NOW, THEREFORE**, the parties agree as follows:

1. Applicant and Township hereby authorize and direct Township’s professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code, to review Applicant’s plans and proposals concerning the Project proposed for the Site, and to make such recommendations and specifications as may be necessary with respect to the Project in accordance with all applicable Federal, State, County, and Township statutes, ordinances, codes, rules, and regulations.

2. Applicant and Township acknowledge that Township will incur costs and fees relating to the review of the Project by Township’s professional consultants, and Applicant agrees to pay and/or reimburse Township for such costs in accordance with this Agreement.

3. Applicant shall pay the professional consultant’s charges and fees for the following: (a) review of any and all plans, proposals, studies, or other correspondence relating to the Project; (b) attendance at any and all meetings relating to the Project; (c) preparation of any documents related to the Project, including, but not limited to: studies, reports, engineered plans, surveys, appraisals, agreements, deeds, declarations, easements, other legal documents, or other correspondence; (d) monitoring, testing, and inspecting of the work conducted by Applicant and/or its agents, contractors, representative, or employees in conjunction with the Project.

4. Applicant hereby agrees to deposit with Township the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank (“**Escrow Account**”) as security for the payment of all Township expenses, costs, 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 Escrow Account shall fall below Fifty Percent (50%) of the original posted amount, Applicant shall immediately, upon receipt of written notice from Township, deposit sums with the Township necessary to replenish the Account to its original balance. In the event that there are insufficient funds to pay current Township-incurred expenses, Applicant agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to re-establishing the base escrow account balance. Township will use its best efforts to advise Applicant of the impending likelihood that its costs have exceeded the required Escrow Account sums as described above.

5. Applicant and Township agree that all unused portions of the Escrow Account shall be returned to Applicant upon written request to the Township once all of the work on the Project is completed by Applicant, including the maintenance period, if any, and all Township expenses, costs, charges, and fees as set forth in Paragraph 3 above have been paid.

6. If the project is a subdivision or land development, Applicant and Township acknowledge that the Township Subdivision and Land Development Ordinance requires Applicant to pay Township’s professional consultant fees relating to this Project, and in the event that Applicant fails to provide sufficient funds in the Escrow Account upon fifteen (15) days written notice to Applicant or fails to make the initial deposit payment described above within five (5) days of the date of this Agreement, Applicant shall be in default of this Agreement and no further Professional Consultant reviews of the project will be authorized by the Township.

7. Applicant and 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 Applicant’s final plan. Applicant agrees and acknowledges that no permit, occupancy or otherwise, or recordable plans, shall be released by Township until all outstanding professional consultant fees and costs are paid to Township, and provided that Applicant is not in default under this Agreement.

8. By execution of this Agreement, Applicant acknowledges and agrees that Township employees and professional staff, including Planning Commission members and members of the Board of Commissioners, may enter upon and inspect the Site upon 48- hours notice in order to determine compliance with Township ordinances and to facilitate appropriate planning for the Project.

9. 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 as set forth on the plan. Upon receipt of such written notice by Township, Applicant shall only be liable to the Township for the Township expenses, costs, charges, and fees incurred prior to the end of this 15 day notice period.

10. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Applicant. Applicant shall provide Township with at least thirty (30) days advance written notice of any proposed assignment of Applicant's rights and responsibilities under this Agreement.

11. Applicant and Township acknowledge that this Agreement represents their full understanding as to Township's reimbursement for professional or consultant services. If the Project constitutes a subdivision or land development under Township ordinances, the parties acknowledge that they intend to execute Improvement and/or Financial Security Agreements in the future. Any such Improvement and Financial Security Agreements may incorporate or replace this Agreement.

12. This Agreement and the Application it is a part of shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of Lower Providence Township. Applicant and Township hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

13. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void and the remainder of this Agreement shall be in full force and effect.

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

**APPLICANT:**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

**LOWER PROVIDENCE TOWNSHIP**

\_\_\_\_\_

Date: \_\_\_\_\_