

East Vincent Township
262 Ridge Road
Spring City, PA 19475
Phone (610) 933-4424 Fax (610) 933-1142

Professional Services Agreement

This Agreement made this _____ day of _____, A.D., 20_____, by and between East Vincent Township, Chester County Pennsylvania, with offices located at 262 Ridge Road, Spring City, PA 19475 (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 bearing Tax Map parcel No. _____ located or described as follows:

WHEREAS, the APPLICANT has presented to the TOWNSHIP plans for subdivision, land development, building development or other plans for the use of their land, or has applied for a building permit to the TOWNSHIP:

WHEREAS, the APPLICANT has filed with the TOWNSHIP such plans and has requested approval for permits to construct the proposed improvements or requested approval of plans to make use of its property, which plans are hereby incorporated to this agreement by reference:

WHEREAS, the APPLICANT now requests and/or requires TOWNSHIP approval for the application submitted, the TOWNSHIP shall not grant approval and/or permits to APPLICANT until the execution of, and in compliance with, this agreement and upon establishment of an escrow account with the TOWNSHIP as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. The APPLICANT and TOWNSHIP hereby authorize and direct the TOWNSHIP ENGINEER to review the plans associated with the improvements proposed, if necessary, and to make recommendations as may be necessary with respect to such plans. The TOWNSHIP ENGINEER is to perform any and all engineering inspections, as required by the TOWNSHIP, pursuant to the TOWNSHIP ordinances or codes that are required in the TOWNSHIP'S or TOWNSHIP ENGINEER'S opinion to be in accordance with good engineering practices.
2. The APPLICANT shall pay the following:
 - (a) The TOWNSHIP ENGINEER'S charges and fees for review of the plans and any and all inspections relating to the proposed improvements that the TOWNSHIP deems necessary;
 - (b) Any and all legal fees required by the TOWNSHIP SOLICITOR for the preparation of legal documents, review of any legal documents or plans or any other legal work authorized by the TOWNSHIP relating to the application as applied for by the APPLICANT.
 - (c) All reasonable fees and recording costs that the TOWNSHIP may incur by reason of or in connection with the application.
 - (d) All costs and expenses incurred by any TOWNSHIP Commission or Board in the exercise of its responsibility should the application, as submitted, require review or approval. The TOWNSHIP shall call upon the services of consultants for engineering, legal, site design, traffic design, landscape

architecture and any other consultant as it may deem necessary incidental to the proper examination and evaluation of the plan.

(e) Ten percent (10%) administrative costs on all invoices.

3. The APPLICANT hereby agrees to deposit with the TOWNSHIP the sum of

in accordance with the Fee Schedule adopted by the community at the time of the application, as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 2 above. Invoices for the services of the TOWNSHIP ENGINEER and TOWNSHIP SOLICITOR shall be sent to the APPLICANT. APPLICANT shall pay invoices within fourteen (14) days of receipt and the fund shall be replenished until the project is complete. The amount deposited pursuant to this agreement shall be used only as security for payment of invoices as identified within this agreement. It is agreed and understood by the parties that no permits shall be issued until the security deposit has been deposited with the TOWNSHIP.

- 4. In the event that the TOWNSHIP shall become liable for engineering, legal or administrative costs and expenses in an amount in excess of the deposit required in paragraph 3, the APPLICANT agrees to promptly deposit additional sums with the TOWNSHIP. The APPLICANT shall be provided with a detailed statement of the account from the TOWNSHIP within thirty (30) days of a written request.
- 5. No permits shall be issued until the security deposit has been paid as provided for in this Agreement. APPLICANT further agrees not to commence work in association with the proposed permit until the execution of this Agreement and the posting of the security deposit as herein required. Should any construction take place prior to the execution of this Agreement, APPLICANT hereby agrees and shall be required to remove any portions of the construction installed.
- 6. The APPLICANT agrees and acknowledges that no Occupancy Permits shall be issued, relating to the application, until all of the fees and costs outstanding as of that date are paid and any further escrows required to be paid have been paid pursuant to this Agreement or any Fee Schedule then in effect. Within ninety (90) days from the issuance of the Occupancy Permits any remainder of the security deposit will be refunded to the applicant.
- 7. The APPLICANT may at any time terminate all further obligations under this Agreement by giving written notice to the TOWNSHIP that it does not desire to proceed with the work identified within the application or upon which plans have been filed. Within thirty (30) days of receipt of such notice the TOWNSHIP shall provide APPLICANT with a detailed statement of the account. The APPLICANT shall be liable to the TOWNSHIP for any costs and expenses incurred to the date and time of the receipt of the notice, plus the ten percent (10%) administrative costs and expenses as outlined in Paragraph 2.
- 8. The APPLICANT and the TOWNSHIP acknowledge that this contract represents their full understanding and that they intend to be legally bound hereby.
- 9. This Agreement shall not pertain to any Fees associated with the Building or Zoning Permit Applications; these shall be in accordance with the Fee Schedule in effect at the time of the application.

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 VINCENT TOWNSHIP:

Catherine Ricardo, Township Manager

Date

APPLICANT:

Signature

Print Name

Date