



SCHWENKSVILLE BOROUGH

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 20____, by and between **SCHWENKSVILLE BOROUGH**, Montgomery County, Pennsylvania, with Borough Hall located at 140 Main St., Schwenksville, PA 19473 (hereinafter referred to as "**Borough**") and _____ (hereinafter referred to as "**Developer/Applicant**") whose mailing address is:

_____.

WITNESSETH:

WHEREAS, the Developer/Applicant is the legal and/or equitable owner of certain real estate bearing Montgomery 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 Borough an application or application with plans for subdivision and/or land development, highway occupancy permit, storm water management or other similar plans, application, request, and/or ordinance or project review request for the use of their land on or within the Borough; and

WHEREAS, the Developer/Applicant has filed with the Borough such applications, plans and/or other documents and has requested approval for permits to build and/or requested approval of similar application, plans, request, ordinance and/or other proposal to make use of its property, which application, proposal, request and/or plan is hereby incorporated herein by reference and made a part hereof;

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

NOW, THEREFORE, the parties agree as follows:

1. The Developer/Applicant and Borough hereby authorize and direct the Borough's consulting engineer, planner, solicitor and/or other professional consultant as defined at Section 107 of the Pennsylvania Municipalities Planning Code, and/or his/her designee(s)(hereinafter referred to as "**Borough 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 Borough pursuant to its ordinances or codes which in the Engineer's and/or other Borough's Consultant's opinion are required in accordance with good engineering practices and/or Borough regulations.
2. The Developer/Applicant and the Borough acknowledge that the Borough 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, request and/or other proposal.
3. The Developer/Applicant shall pay for all Borough Consultant fees related to the Developer/Applicant's plan, application, request and/or other proposal, including but not limited to: (a) the Borough 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 Borough or other rules, regulations and statutes; (b) legal fees for review and/or preparation by the Borough Solicitor or other Borough 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, including but not limited to this agreement; (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 Borough by reason of this Contract; and (d) any additional Borough Consultant fees incurred by the Borough in relation to the Developer/Applicant's plan, application, request 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 Borough 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 Borough Consultants that may become in effect during the duration of the project.
4. The Developer/Applicant hereby agrees to deposit with the Borough 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 Borough 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

Borough or its agent(s), deposit sums with the Borough necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Borough-incurred expenses, Developer/Applicant agrees to pay the total amount currently due for Borough-incurred expenses without delay in addition to reestablishing the base escrow account balance set forth above. The Borough 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 Borough agree that upon completion of the proposed development, plan, application, request and/or other proposal and/or upon completion of the Borough's review of Developer/Applicant's plan, application, request and/or other proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Borough Manager unless there are unpaid fees and/or bills and/or a need to use said remaining funds to satisfy other outstanding Borough 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 Borough, Developer/Applicant shall execute a Development Agreement which will estimate the Borough's professional consultant's costs for the period governing the beginning of construction through the end of dedication.

Developer/Applicant and Borough acknowledge that Sections 147-56. (H) Required Contracts of the Schwenksville Borough Subdivision and Land Development Ordinance requires Developer/Applicant to pay for the Borough's reasonable professional services relating to this plan, application, request and/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, application, request and/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 Borough 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 Borough 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 Borough 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 Borough that it does not desire to proceed with the development, plan, application, request, project or other proposal as set forth on the Plan and upon receipt of such written notice by the Developer/Applicant to the Borough, the Developer/Applicant shall be liable to the Borough 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 Borough further agree that the Borough 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 Borough in accordance with this Agreement incurred by the Borough by reason of any review, supervision and inspection of Developer/Applicant's project by its professionals including, but not limited to, the Borough Engineer and Solicitor. The Borough's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Borough may have.
9. The Developer/Applicant and the Borough acknowledge that this Agreement represents their full understanding as to the Borough'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 Borough 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 Borough 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.

DEVELOPER / APPLICANT

By: _____
(Signature Developer/Applicant)

(Developer/Applicant)

WITNESS: _____

SCHWENKSVILLE BOROUGH

By: _____

ATTEST: _____



Schwenksville Borough's Application
for Establishing an Escrow

A. Project Information

- 1) Name of Project: _____
- 2) Project Type: ☐ SALDO ☐ Stormwater ☐ Construction ☐ Trailers ☐ Septic ☐ Zoning
- 3) Parcel Number: _____
- 4) Street Location: _____
- 5) Property Owner: _____
- 6) Property Owner Mailing Address: _____

B. Applicant Information

- 1) Company Name (if applicable): _____
- 2) Applicant Name: _____
First, MI, Last
- 3) Interest in the property: _____

C. Contact Information

- 1) Contact Name (if different from B2): _____
- 2) Phone: _____ Cell: _____
- 3) Fax: _____
- EMAIL: _____

D. Bill To Information

- 1) Contact Name: _____
- 2) Address: _____
- 3) Phone: _____ Cell: _____

Contract for Professional Services must be executed. Administrative charges will be charged according to current fee schedule. Return of Escrow needs to be requested on Escrow Account Release Request form within one year of project completion.

Opening Balance: _____ Minimum Balance: 50% Check _____

Applicant Signature: _____ Date: _____