



WEST PIKELAND TOWNSHIP

1645 ART SCHOOL ROAD.
CHESTER SPRINGS, PA 19425

610-827-5300 Fax: 610-228-3477

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PROFESSIONAL SERVICES AGREEMENT

This Agreement made this _____ day of _____, A.D., 20_____, by and between West Pikeland Township, Chester County Pennsylvania, with offices located at 1645 Art School Road, Chester Springs, PA (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.

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 TOWNSHIP hereby authorizes and directs the TOWNSHIP CONSULTANTS to review the plans associated with the improvements proposed, and if necessary, to make recommendations as may be necessary with respect to such plans.
2. The APPLICANT shall pay the TOWNSHIP CONSULTANTS charges and fees for review of the plans, including: engineering, legal, site design, traffic design, landscape architecture and any other service as it may deem necessary incidental to the proper examination and evaluation of the plan.
3. The APPLICANT hereby agrees to deposit with the TOWNSHIP the appropriate escrow amount in accordance with the Fee Schedule adopted by the township at the time of the application, as escrow 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 CONSULTANTS shall be sent to the APPLICANT on a monthly basis. 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 escrow for payment of invoices as identified within this agreement. It is agreed and understood by the parties that no review shall be authorized until the escrow 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.
5. The APPLICANT shall be provided with a detailed statement of the account from the TOWNSHIP within thirty (30) days of a written request.
6. 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.
7. The APPLICANT and the TOWNSHIP acknowledge that this Agreement represents their full understanding and that they intend to be legally bound hereby.

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.

WEST PIKELAND TOWNSHIP:

Jim Wendelgass, Township Manager

APPLICANT:
