



HILLTOWN TOWNSHIP
13 West Creamery Road
P.O. Box 260
Hilltown, PA 18927
(215) 453-6000 Fax: (215) 453-1024

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this ____ day of _____, A. D., 20___, by and between **HILLTOWN TOWNSHIP**, Bucks County Pennsylvania, with offices located at 13 West Creamery Road, P.O. Box 260, Hilltown, PA 18927 (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. 15-____-____-____ 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 required 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 consultant’s, (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 non-interest bearing account in the sum of _____ Dollars (\$_____) (the "Escrow Account Funds"). 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 from the Escrow Account Funds. It is agreed and understood by the parties that neither the Township, its Solicitor nor 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 to the original amount 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% per month for any amount not paid within thirty (30) days.

IN WITNESS WHEREOF, an 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.

HILLTOWN TOWNSHIP

 Lorraine E. Leslie,
 Township Manager

 Developer
 By: _____
 Name: _____
 Title: _____
 Phone Number: _____

 Developer
 By: _____
 Name: _____
 Title: _____
 Phone Number: _____