

**PLUMSTEAD TOWNSHIP  
CONTRACT FOR PROFESSIONAL SERVICES**

***THIS AGREEMENT*** made as of the \_\_\_\_\_ day of \_\_\_\_\_, AD, \_\_\_\_\_ by and between ***PLUMSTEAD TOWNSHIP***, Bucks County, Pennsylvania, with offices located at 5186 Stump Road, Plumsteadville, PA 18949 (hereinafter referred to as “***Township***”) and \_\_\_\_\_ **include address** (hereinafter referred to as “***Developer***”).

**WITNESSETH:**

***WHEREAS***, the Developer is the legal or equitable owner of certain real estate consisting of Bucks County Tax Map Parcel No. \_\_\_\_\_, for which Developer intends to execute an On-Lot Sewage Maintenance Agreement (O&M Agreement); and

***WHEREAS***, the Developer has filed with the Township a septic system design plan and manufactures specifications; and

***WHEREAS***, Developer desires to obtain the Township’s approval of the O&M Agreement and the Township is willing to authorize its professional staff to review said plans and specifications and perform such other professional services as are necessary as a result of Developer’s request and upon deposit of an escrow account with the Township.

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

1. The Developer and Township hereby authorize and direct the Township’s consulting engineer, or his designee(s), (hereinafter referred to as “***Engineer***”) and/or the Township’s Community Planner to review the plans and specifications and to make such recommendations and specifications as may be necessary with respect to such submitted plans and specifications as reasonably required by the Township pursuant to its ordinances or codes which in the Engineer’s reasonable opinion are required in accordance with good engineering practices.

2. The Developer and Township acknowledge that the Township will incur additional engineering, legal and other costs and fees relating to the On-Lot Sewage Maintenance Agreement and/or approval of On-Lot Sewage Maintenance Agreement.

3. The Developer shall pay: (a) the Engineer or Planner’s reasonable charges and fees for review of and/or preparation of any Plans or development proposals and all subsequent inspections, monitoring or testing performed in order to insure compliance with all applicable ordinances of the Township or other rules, regulations or statutes; and (b) reasonable legal fees for

review by the Township Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer's O&M Agreement.

4. The Developer hereby agrees to deposit with the Township the sum of Seventy Five Hundred dollars (\$750), payable in cash in U.S. Dollars or check as security for the payment of all costs and expenses, 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 above deposited escrow fund shall fall below the original deposit, Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

Developer and Township agree that upon approval of the O&M Agreement and/or upon completion of Township's review of O&M Agreement, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager and in accordance with the instructions, if any, with said written request.

5. The Developer 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 O&M Agreement and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice.

6. The Developer and the Township acknowledge that this Agreement represents their full understanding as to the Township's reimbursement for professional or consultant 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.

TOWNSHIP:

PLUMSTEAD TOWNSHIP

\_\_\_\_\_  
Plumstead Township

APPLICANT:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Ensure Accurate Accounting of Escrow Funds, Plumstead Township Requires that Escrow Funds be Remitted by the Person/Entity Signing the Professional Services Agreement**

1. Professional Service Agreement must be signed by Payee
2. Please provide the following information

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Effective April 2021 Plumstead Township is now sending Professional Service Billing by Regular Mail via the U.S. Postal Service.

Per the Professional Services Agreement - In the event that the deposited escrow fund shall fall below the original deposit, the Applicant shall immediately, upon receipt of written notice from the Township, replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Applicant agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to reestablishing the base escrow account balance.