

**WILLIAMS TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made as of the _____ day of _____, AD, 2018 by and between ***WILLIAMS TOWNSHIP***, Northampton County, Pennsylvania, with offices located at 655 Cider Press Road, Easton, PA 18042 (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 consisting of Northampton County Tax Map Parcel No. _____, which Developer intends to construct _____, pursuant to proposed plans of subdivision/land development or pursuant to a building permit and/or sketch plan for development; and

WHEREAS, the Developer has filed with the Township a building/zoning permit application or a subdivision/land development/sketch plan; and

WHEREAS, Developer initiates the review process with the Township’s professional staff, elected officials, and appointed Board members, and the Township is willing to authorize its professional staff to review said plans and perform such other professional services as are necessary as a result of Developer’s plan 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 engineering or site plans and to make such recommendations and specifications as may be necessary with respect to such plans 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 review procedure and/or approval of Developer’s proposed plan or project.

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 Plan or proposal.

4. The Developer hereby agrees to deposit with the Township the sum of \$ _____, 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 one-half of the original deposit, the 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 effort 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 completion of the proposed development and/or upon completion of Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned within to the applicant upon thirty (30) days of receipt of a written request to the Township Manager and in accordance with the instructions, if any, with said written request. No escrow funds shall be returned so long as the application is pending or the development remains uncompleted unless Developer provides Township with another form of financial security acceptable to the Township.

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 development as set forth on the Plan 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:

WILLIAMS TOWNSHIP

BOARD OF SUPERVISORS:

Mark Ernst, Chairperson

Mikal Sabatine, Township Manager

DEVELOPER:

