



LOWER POTTS GROVE TOWNSHIP
Agreement for Professional Plan Review Services

THIS AGREEMENT made this _____ day of _____, 20____, by and between LOWER POTTS GROVE TOWNSHIP, Montgomery County, Pennsylvania with its office located at 2199 Buchert Road, Pottstown, Pennsylvania, 19464 (hereinafter referred to as "Township") and _____, with offices located at _____, _____ County, Pennsylvania, _____ (hereinafter referred to as "Applicant").

WITNESSETH:

WHEREAS, Applicant is the legal or equitable owner of certain real estate located at _____, Lower Pottsgrove Township, Montgomery County, Pennsylvania and commonly referred to as _____ ("Premises").

WHEREAS, Applicant has need of and has requested Township to review land development and/or subdivision plans for the Premises; and

WHEREAS, Applicant desires to present to Township plans for the subdivision and/or development of the Premises; and

WHEREAS, the term "Professional Consultants" as used herein shall mean such persons or entities which provide expert or professional advice, including but not limited to, attorneys, engineers, geologists, land surveyors, architects, landscape architects and planners, including their employees; and

WHEREAS, Applicant now requests that Township have its Professional Consultants review said plans and provide such services as are required by Township; and

WHEREAS, Township has authorized such professional services upon execution of this Agreement by Applicant, and the deposit of the required funds as hereinafter set forth.

NOW THEREFORE, the parties, with the intention of being legally bound, agree as follows:

1. Township hereby authorizes its Professional Consultants to review the Applicant's plans, and to make recommendations on the design, specifications, and architectural requirements and to make any and all engineering surveys and field inspections that are required by the Township pursuant to its rules, regulations or proper engineering standards in order to ensure that final plans reflect proper engineering practices and comply with all Township ordinances, rules and regulations.

2. Applicant agrees to pay all reasonable fees, legal and otherwise, for the Professional Consultants retained by the Township for reviewing and commenting on the plans, surveying the Premises or inspecting the improvements to be constructed, preparing documents, attending meetings or providing other services relating to the subdivision and/or development of the Premises; and also all administrative costs and expenses which the Township may incur by reason of this Agreement. All charges and fees shall be paid by the Applicant as required by the Township and in accordance with Paragraph 3 set forth herein.

3. Applicant hereby agrees to deposit with the Township the sum of _____ Dollars (\$_____) as security for the payment of all costs and expenses, charges and fees, as set forth in Paragraph 2 above, upon execution of this Agreement (the "Plan Review Escrow"). It is agreed and understood by the parties that no action will be taken on Applicant's application or plans until the required funds have been deposited with the Township.

4. In the event that Professional Consulting fees or administrative costs and expenses exceed or are expected to exceed the deposit required in Paragraph 3 hereof, Applicant agrees to deposit, within ten (10) days after notice, such additional sum as is required to pay said expenses and maintain a balance of _____ Dollars (\$_____) in the Plan Review Escrow on account of future fees and costs. A detailed statement of account shall be provided to the Applicant upon request. In the event any required deposit is not made, it is understood and agreed that no further work will be performed on the review of the Applicant's plans or application and Applicant releases Township from any claims for delay and/or other type damages that might be incurred by the Applicant.

5. Services will be provided to the Applicant in accordance with the review procedures established herein and by the Township from time to time. Plans or designs shall not be reviewed until the Plan Review Escrow has been paid as provided in this Agreement.



LOWER POTTS GROVE TOWNSHIP
Agreement for Professional Plan Review Services

6. Applicant shall pay all reasonable fees and costs which the Township may incur by reason of or in connection with the review of plans or construction of the proposed improvements or other work either on Applicant's Premises or off-site, as required by the plans submitted.

7. Applicant shall pay any and all Professional Consulting fees and costs incurred by the Township for reviews and inspections which may be required for the purpose of ensuring compliance with the plans as filed, the rules and regulations of the Township, the ordinances and codes of the Township of Lower Pottsgrove and any other laws and regulations of the Commonwealth of Pennsylvania, the United States of America or any other regulatory body having jurisdiction over the work to be performed at the Applicant's Premises.

8. Applicant further agrees that this Agreement and the Professional Consulting services authorized by it shall in no way be construed as allowing any construction of improvements prior to Applicant receiving all required Township, County, State and Federal approvals and/or permits and execution of such Development and Financial Security Agreements with the Township, as the Township may require.

9. Applicant may, at any time give written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Applicant shall only be liable to the Township for its fees, costs and expenses incurred up to and including the date of the Township's receipt of the notice.

10. The Township shall use its best efforts to give Applicant as much advance notice as possible that Applicant's liability will exceed the Plan Review Escrow posted with the Township.

11. Township, in the exercise of its responsibilities, may call upon the services of outside consultants as it may deem necessary to properly review Applicant's proposals, all of which shall be paid from the Plan Review Escrow.

12. When all professional services on behalf of the Township have ceased and all invoices for professional services paid, the Township will refund to Applicant any balance remaining in the Plan Review Escrow.

13. Applicant and Township acknowledge that this Agreement represents the full understanding between them on the issues set forth herein, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and will be honored by both of them, each of whom agree to be legally bound by its terms.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their signatures to be affixed and have affixed their hands and seals hereto the day and year first above written.

ATTEST:

LOWER POTTS GROVE TOWNSHIP

By: _____
Chairman Board of Commissioners

ATTEST:

(Applicant)

By: _____
Applicant

Applicant Title