

EAST NANTMEAL TOWNSHIP

3383 Conestoga Road
Glenmoore, PA 19343

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PROFESSIONAL SERVICES AGREEMENT

This Agreement made this _____ day of , 20__ by and between East Nantmeal Township, Chester County Pennsylvania, with offices located at 3383 Conestoga Road, Glenmoore, PA 19343 (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 UPI No. _____ located or described as follows:

_____ (the "Property"); and

WHEREAS, the Applicant has presented to the Township a sketch plan of the proposed development of the Property, (the "Application"); and

WHEREAS, the Applicant now requests and/or requires Township review or approval of the Application submitted; and

WHEREAS, the Township requires that the Applicant pay for the Township's costs and expenses in reviewing the Application; and

WHEREAS, the Township shall not grant approval and/or permits to Applicant until the execution of, and compliance with, this Agreement and upon establishment of a review fee account with the Township as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. The Township and Applicant hereby authorize the Township consultants to review the Application submitted by the Applicant, and if necessary, to make recommendations as may be necessary with respect to such Application.
2. The Applicant shall pay the Township consultants' charges, costs, fees and expenses for review of the Application, in accordance with hourly rates approved by the Township, including: engineering, legal, site design, traffic design, landscape architecture and any other service as the Township may deem necessary to the proper examination and evaluation of the Application.
3. The Applicant hereby agrees to deposit with the Township the Review Fee as required by the Fee Schedule, for the payment of all charges, costs, fees and expenses 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 from the Review Fee fund and the Township is hereby authorized by

Applicant to withdraw the invoice amounts from the Review Fee fund. At the conclusion of the review, any unused amount in the Review Fee fund will be returned to the Applicant. 2

4. If the Application is a sketch plan submission, the Applicant understands and agrees that the sketch plan Application is not a formal submission, that no official decision will be made on the sketch plan, and that there are no time deadlines associated with the sketch plan submission and review. However, the Township Planning Commission and consultants will comment on the sketch plan.

5. The Review Fee fund shall be replenished as required by the Township Fee Schedule until a final decision or recommendation is made on the Application. The amount deposited pursuant to this Agreement shall be used only for payment of invoices as identified in this Agreement. It is agreed and understood by the parties that no review will be authorized by the Township until the Application Fee (as applicable) has been paid, and Review Fee deposit has been deposited with the Township.

6. 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 as required by the Fee Schedule.

7. The Applicant shall be provided with a detailed statement of the account from the Township within thirty (30) days of a written request.

8. 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 and by withdrawing the Application. 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 charges, costs, fees and expenses incurred to the date and time of the receipt of the notice.

9. The Applicant agrees that failure to comply with the terms of this Agreement, including failure to deposit funds into or replenish the Review Fee fund, shall be sufficient cause for the Township to discontinue review of the Application, and/or deny the Application.

10. 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.

EAST NANTMEAL TOWNSHIP

APPLICANT

Susan Rutherford, Secretary/Treasurer
