COOLBAUGH TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 20___, by and between ***COOLBAUGH TOWNSHIP***, Monroe County, Pennsylvania, with offices located at 5520 Municipal Drive, Tobyhanna, Pennsylvania (hereinafter referred to as ***"Township"***) and _____, of _____ (hereinafter referred to as ***"Developer"***).

W I T N E S S E T H:

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing Monroe County PIN _____, located at_____, within the _____ Zoning District; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land development, building development, rezoning request or other plans for the use of their land to the Township, or has applied for other requisite permits or approvals from and/or has made some other request for action by the Township as described as follows:

_____;

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans and/or some other action of the Township, and the Township is willing to authorize its professional consultants and/or employees to review said plans, requests and/or proposals upon execution of this agreement, and upon deposit of an escrow account according to the current Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code, to review Developer's above-referenced plans, requests or proposals and to make such recommendations and specifications as may be necessary with respect to such plans, requests or proposals in accordance with all applicable Township ordinances, and State and Federal rules and regulations.

2. The Developer and Township acknowledge that the Township will incur costs and fees relating to the review of Developer's plans, requests and/or proposals by its professional consultants and/or employees, and Developer agrees to pay and/or reimburse the Township for such costs in accordance with this agreement.

3. The Developer shall pay the professional consultant's charges and fees for the following: (a) review of any and all development plans, proposals, studies, or other correspondence relating to the development; (b) attendance at any and all meetings relating to Developer's plan or proposal; (c) preparation of any studies, reports, engineered plans, maps, plans, surveys, appraisals, legal documents, ordinances, legal advertisements or other correspondence relating to Developer's plan, request or proposal; and (d) any additional cost and/or expense, including but not limited to public notices, advertisements and/or stenographer fees associated with the Developer's plan, proposal and/or request. It is understood by the execution of this agreement that the Developer specifically accepts the Fee Schedule currently in effect in the Township.

4. The Developer hereby agrees to deposit with the Township the sum of _____ dollars payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank, 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 fifty percent (50%) 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 one hundred percent (100%) of 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 re-establishing the escrow account balance as set forth herein. 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.

5. Developer and Township agree that upon completion of the Township's review of Developer's plan, request or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager.

6. In the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make the initial deposit payment described above within five (5) days of the date of this agreement, Developer shall be in default of this agreement.

7. 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 plan, request and/or proposal, 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.

8. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or then property owner in assumpsit for reimbursement or to lien the property or both, in its sole discretion, for any expense in excess of the then current balance of funds on deposit with the Township in accordance with this agreement incurred by the Township by reason of any review, supervision and inspection of Developer's request, proposal and/or project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

9. The Developer and the Township acknowledge that this agreement represents

their full understanding as to the Township's reimbursement for professional or consultant services. Nothing in this Agreement guarantees that the Developer's plan, request or proposal will be approved and/or favorably acted upon by the Township, but only that the Developer shall reimburse the Township for all costs, expenses and professional consultant fees incurred by the Township as set forth herein.

10. This agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

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

COOLBAUGH TOWNSHIP: _____

Date:_____

DEVELOPER: _____

_____

Date:_____