

SELLERSVILLE BOROUGH
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, A.D., 2026, by and between **SELLERSVILLE BOROUGH**, Bucks County, Pennsylvania, with offices located at 140 E. Church Street, Sellersville, PA 18960 (hereinafter referred to as “**Borough**”) and _____, with offices located at _____, (hereafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the applicant for _____ of certain real estate bearing Bucks County Tax Map Parcel _____, located at _____ in Sellersville Borough; and

WHEREAS, the Developer has presented to the Borough plans for subdivision and land development, building development or other plans or applications for the use of their land to the Borough, or has applied for a building permit to the Borough; and

WHEREAS, the Developer has filed with the Borough such plans or applications and has requested approval for permits to build or requested approval of any such plans to make use of its property, which plans are hereby incorporated by reference and made a part hereof; and

WHEREAS, the Developer has requested and/or requires the Borough approval and/or review of its proposed plans, and the Borough is willing to authorize its professional staff to review said plans upon execution of the Agreement and upon deposit of an escrow account according to the current Sellersville Borough Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Borough hereby authorize and direct the Borough’s

consultants, including, but not limited to the borough engineer, the Borough Traffic Engineer, the Borough Solicitor, Landscape Architect, Lighting Consultant, planner and any other professional or their designee(s) (hereinafter referred to as “**Consultants**”) to review the application and plans and to make such recommendations and specifications as may be necessary with respect to such plans and to make any and all engineering inspections as required by the Borough pursuant to its ordinances or codes which in the Consultant’s opinion are required.

2. The Developer and the Borough acknowledge that the Borough will incur additional engineering, legal and other costs and fees relating to the development of the subject site and review and approval of Developer’s proposed plan or project.

3. The Developer shall pay the Consultant’s charges and fees for the following: (a) review of any and all plans, proposals, studies, or other correspondence relating to the application and/or plans; (b) attendance at any and all meetings related to the project; (c) preparation of any documents related to the project, including, but not limited to: studies, reports, engineered plans, surveys, appraisals, agreements, deeds, declarations, easements, other legal documents or other correspondence; (d) monitoring, testing and inspecting of the work conducted by Applicant and/or its agents, contractors, representative, or employees in conjunction with the project; (e) legal fees for review by the Borough Solicitor of any and all plans, documents, correspondence or other materials and matters or issues related to the Developer’s Plan or proposal as well as preparation of documents; and (f) a monthly charge of 10% of billed expenses that are incurred by the Borough by reason of this Contract.

All charges and fees shall be paid by the Developer as required by the Borough and in accordance with Paragraph 4 below. It is understood by its executing this Agreement that the Developer specifically accepts the fee schedules currently in effect.

4. The Developer hereby agrees to deposit with the Borough the sum of **Five Thousand Dollars (\$5,000.00)** 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 Borough.

In the event that the above deposited escrow fund shall fall below the original deposit, the Developer shall immediately, upon receipt of written notice from the Borough or its agent(s), deposit sums with the Borough necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Borough-incurred expenses, Developer agrees to pay the total amount currently due for Borough-incurred expenses without delay in addition to reestablishing the base escrow account balance. The Borough 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 Borough agree that upon completion of the project and/or upon completion of Borough's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Borough Manager and in accordance with the instructions, if any, with said written request. (*Per Resolution No. 20-16, as amended or modified from time to time.)

5. Developer and Borough acknowledge that Section 503 of the Municipalities Planning Code requires Developer to pay Borough's professional services relating to this plan or project and 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 initial deposit payment described above within five (5) days of the date of this Agreement, Developer shall be in default of this Agreement and in violation of said Section of the Subdivision and Land Development Ordinance if Developer's plan or proposal constitutes a subdivision or land development as defined by the

Municipalities Planning Code.

In the event of Developer's default as described above, the Borough may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Developer.

6. The Developer and the Borough further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Developer's final Plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, shall be issued until all outstanding fees and costs due the Borough as of the date of the requested Occupancy Permit have been paid and Developer is not in default under 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 Borough 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 Borough, the Developer shall be liable to the Borough for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

8. The Developer and the Borough further agree that the Borough 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 Borough in accordance with this Agreement incurred by the Borough by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Borough Engineer and Solicitor. The Borough's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Borough may

have.

9. The Developer and the Borough acknowledge that this Agreement represents their full understanding as to the Borough's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Borough ordinances. Any such Development and Financial Security Agreements may incorporate or replace the party's agreement and Escrow Fund established under this contract.

10. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Borough 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.

11. By execution of this Agreement, the Developer acknowledges and agrees that Borough employees and professional staff, including members of Borough Council, may enter upon and inspect the property which is the subject of this application in order to determine compliance with Borough ordinances and to facilitate appropriate planning for the project.

12. This Agreement and the application it is a part of shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of Dublin Borough. Applicant and Borough hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

13. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision

shall be illegal, invalid, unenforceable, unconstitutional, or void and the remainder of this Agreement shall be in full force and effect.

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.

FOR SELLERSVILLE BOROUGH:

ATTEST:

Brenda L. Detweiler, Borough Manager

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))

(Applicant - Print Name)

By: _____
(Applicant - Signature(s))