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Township of Upper Chichester
County of Delaware
P. O. Box 2187
Upper Chichester, Pennsylvania 19061-8187
PHONE: 610-485-5881 FAX: 610-485-8643

GEORGE L. NEEDLES III, MBA
Township Manager/Secretary/
Treasurer
DANIEL SENCHISHIN
Tax Collector
MICHAEL PIERCE, ESQ
Solicitor
ELIZABETH A. CATANIA, PE, F.NSPE
Engineer

AGREEMENT FOR ESCROW AND PAYMENT OF PROFESSIONAL FEES

This Agreement, made this _____ day of _____, 20____, by and between _____ (Owner/Developer), and Upper Chichester Township, 8500 Furey Road, Upper Chichester, Pennsylvania, 19014 ("Township").

RECITAL

WHEREAS, Owner/Developer has expressed a desire to develop a property located at _____ FOLIO _____; and

WHEREAS, the Township has and will continue to incur fees and costs for the services of its professionals, including its engineer and attorney, who are charged with the responsibility of reviewing and evaluating the design plans and various other submissions and documentation relating to the proposed development, as well as consulting and interacting with the Owner/Developer and Owner/Developer's professionals.

NOW, THEREFORE, the parties hereto, in consideration of the preamble and undertakings thereof, and intending to be legally bound, hereby agree as follows:

1. Owner/ Developer agrees to be responsible to the Township for all reasonable fees and costs for professional services incurred by the Township for the review and evaluation of the design plans and various other submissions and documentation relating to the proposed development, as well as consulting and interacting with the Owner/Developer and Owner/Developer's professionals. Such fees and costs for professional services shall be in addition to any required construction permit fees or other fees charged by the Township to the Owner/Developer.

Township Project ID _____

2. Owner/Developer shall pay in advance the amount of _____ Dollars (\$_____) for the reimbursement of the aforesaid professional fees, which amount shall be placed in an escrow account and against which professional fees and costs of the Township shall be paid and deducted. Billing statements setting forth the payment of these professional fees and costs shall be provided to Owner/Developer periodically. In the event Owner/ Developer disputes the amount of any billings for professional fees and costs herein, Owner/Developer shall within twenty (20) working days of the date of the billing statement notify the Township in writing that the billing is disputed as excessive, unreasonable or unnecessary. If within ten (10) working days thereafter the Township and Owner/Developer are unable to agree on the amount of the billings, they shall, by mutual agreement, appoint a professional of the same profession and/or licensed discipline of Pennsylvania to review the bills and make a determination as to the amount of the bills which are reasonable and necessary. The professional so appointed shall render a decision within thirty (30) working days of the billing statements. If the Authority and Owner/Developer are not able to mutually agree upon the professional, the President Judge of the Court of Common Pleas of Delaware County shall appoint the professional. The fee for any such professional appointed shall be paid by the Owner/Developer.

IN WITNESS WHEREOF, the parties that caused this Agreement to be duly executed on the date first indicated hereinabove.

UPPER CHICHESTER TOWNSHIP SIGNATURE

PRINT NAME: George L. Needles, III

TITLE: Township Manager

OWNER/DEVELOPER SIGNATURE

PRINT NAME:

TITLE:

Township Project ID _____