

**MACUNGIE BOROUGH**  
**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, by and between MACUNGIE BOROUGH, Lehigh County, Pennsylvania, with offices located at 21 Locust Street, Macungie, PA 18062 (hereinafter referred to as “**Borough**”) and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as “**Developer**”).

**WITNESSETH:**

**WHEREAS**, the Developer is the legal or equitable owner of certain real estate bearing Lehigh County PIN \_\_\_\_\_, located at \_\_\_\_\_, within the \_\_\_\_\_ Zoning District; and

**WHEREAS**, the Developer has presented to the Borough plans for subdivision, land development, building development or other plans for the use of their land to the Borough, or has applied for other requisite permits or approvals from the Borough;

**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 consultants and/or employees to review said plans and/or proposals upon execution of this agreement, and upon deposit of an escrow account according to the current Macungie Borough Fee Schedule.

**NOW, THEREFORE**, the parties agree as follows:

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

consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code, to review Developer's plans or proposals to use its property, and to make such recommendations and specifications as may be necessary with respect to such plans in accordance with all applicable Borough ordinances, and State and Federal rules and regulations.

2. The Developer and Borough acknowledge that the Borough will incur costs and fees relating to the review of Developer's plans by its professional consultants and/or employees, and Developer agrees to pay and/or reimburse the Borough 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, surveys, appraisals, legal documents, or other correspondence relating to Developer's plan or proposal; and (d) a monthly administrative charge of Fifty Dollars (\$50.00) for Borough-incurred expenses relating to the administration of this agreement. It is understood by the execution of this agreement that the Developer specifically accepts the Fee Schedule currently in effect in the Borough.

4. The Developer hereby agrees to deposit with the Borough 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 Borough.

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 Borough or its agent(s), deposit sums with the Borough necessary to replenish the account to seventy-five percent (75%) of 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 re-establishing the escrow account balance as set forth

herein. 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.

5. Developer and Borough agree that upon completion of the 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. If the plan or proposal constitutes a subdivision or land development or a planned residential development for which a Development and/or Financial Security Agreement is required by the Borough, Developer shall execute a new Development Agreement which will estimate the professional consultant's costs for the period governing the beginning of construction through the end of dedication. The parties acknowledge and agree that any new Development Agreement shall provide a schedule for periodic release of professional consultant fees for the construction and dedication phase of the project.

6. Developer and Borough acknowledge that Section 305-36A of the Macungie Borough Subdivision and Land Development Ordinance require Developer to pay Borough's professional consultant fees 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 the 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 the above Sections of the Subdivision and Land Development Ordinance.

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.

7. 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, or recordable liens, shall be released by the Borough until all outstanding professional consultant fees and costs are paid to the Borough, and provided that the Developer is not in default under this agreement.

8. 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.

9. 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.

10. 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 or a planned residential development under Borough ordinances. Any such Development and Financial Security Agreements may incorporate or replace the parties' agreement and escrow fund established under this contract.

11. 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.

*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.

MACUNGIE BOROUGH:

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Date: \_\_\_\_\_

DEVELOPER:

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Date: \_\_\_\_\_