

**CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**BEDMINSTER MUNICIPAL AUTHORITY**

**AND**

\_\_\_\_\_  
**FOR A DEVELOPMENT KNOWN AS**

\_\_\_\_\_  
**TAX MAP PARCEL NO. \_\_\_\_\_**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **Bedminster Municipal Authority**, a municipal corporation organized and existing under and by virtue of the Municipality Authorities Act of 1945, as amended (hereinafter called "Authority"), and \_\_\_\_\_, (hereinafter called "Developer").

**WITNESSETH**

WHEREAS, the Developer is the legal or equitable owner of a certain parcel of real estate in Bedminster Township, Bucks County, Pennsylvania, also known as Bucks County Tax Map Parcel No.

\_\_\_\_\_, whereon Developer has presented plans to Bedminster Township to construct \_\_\_\_\_ (hereinafter called "Project"); and

WHEREAS, the Authority owns and is engaged in the operation of a water supply system and sewage collection and treatment system in Bedminster Township, Bucks County, Pennsylvania; and

WHEREAS, the Developer has requested the Authority to explore the possibility of providing water service and sewage collection and conveyance facilities for the disposal of sewage emanating from the Project; and

WHEREAS, the Authority may be willing to provide water and sewer services (hereinafter called "Services"), conditioned that Services be provided consistent with the overall plan of the Authority for water and sewer serviced in Bedminster Township, and in accordance with prevailing standards and regulations of the Authority (hereinafter called "Standards").

NOW, THEREFORE, the parties hereto agree as follows:

1. The Developer and the Authority hereby authorize and direct the Authority's Consulting Engineer (hereinafter called "Engineer") to review the Developer's plans and to advise in the preparation of such plans as may be necessary for the construction and installation of lines and all related facilities which are required in the Engineer's opinion to connect the Project to the facilities of the Authority in accordance with good engineering practices and standards.

2. The Developer shall pay: (a) the Engineer's charges and fees for the review and/or preparation of any plans or any other engineering matters associated with the Project; (b) reasonable legal fees for legal review and drafting of necessary documents; and (c) administrative costs and expenses which the Authority may incur by reason of this Contract. All charges and fees shall be paid by the Developer consist with the standards of the Authority and in accordance with Paragraph 3 hereof.

3. The Developer hereby agrees to deposit with the Authority the sum of \_\_\_\_\_, but no less than Two Thousand Five Hundred Dollars (\$2,500.00) as security for payment of all costs and expenses, charges and fees as set forth in Paragraph 2 hereof, together with a Fifty Dollar (\$50.00) per lot charge of \_\_\_\_\_ and a fifteen percent (15%) administration fee of \_\_\_\_\_ for a total of \_\_\_\_\_ upon date of execution of this Contract. It is agreed and understood by the parties that neither the Authority, its Solicitor, nor the Engineer shall commence any services related to the Project until said payment has been paid to the Authority.

4. In the event that the authority shall expend and/or become liable for administrative costs and expenses, and/or legal and/or engineering fees in an amount in excess of the deposit referred in paragraph 3 hereof, the Developer agrees to promptly deposit such additional sum with the Authority after receiving a statement of account, with respect thereto, from the Authority.

5. The Authority agrees, upon completion of all preliminary work covered by this Contract and conditioned upon receipt of a recommendation to proceed from the Engineer, and the Solicitor, to render Services to the Project, subject to the Developer entering appropriate development agreements with the Authority, in form and substance determined by the Authority, consistent with the standards.

6. The Developer may at any time terminate all further obligations under this Contract by giving written notice to the Authority that it does not desire to proceed with the Project and, upon receipt of such notice by the Authority, the Developer shall only be liable to the Authority for its costs and expenses incurred to the date and time of its receipt of the notice.

7. The Developer and the Authority acknowledge that this Contract represents their full understanding and bargain.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, set their hands and seals the date and year first above written.

**For the Bedminster Municipal Authority**

By: \_\_\_\_\_

**For Developer**

By: \_\_\_\_\_

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