

**BUCKS COUNTY WATER AND SEWER AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**NUMBER \_\_\_\_\_**

**WITNESS THIS** Professional Services Agreement (hereinafter "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **BUCKS COUNTY WATER AND SEWER AUTHORITY** (hereinafter "Authority") and \_\_\_\_\_(hereinafter "Developer"):

Developer Business Address: \_\_\_\_\_  
\_\_\_\_\_

Developer Telephone Number: \_\_\_\_\_

Developer Facsimile Number: \_\_\_\_\_

Contact at Developer: \_\_\_\_\_

Email Address for Contact: \_\_\_\_\_

Mobile or Other Telephone Number for Contact: \_\_\_\_\_

Attorney for Developer: \_\_\_\_\_

Name of Attorney's Firm: \_\_\_\_\_

Address for Attorney's Firm: \_\_\_\_\_

Telephone Number for Attorney: \_\_\_\_\_

Engineer for Developer: \_\_\_\_\_

Name of Engineer's Firm: \_\_\_\_\_

Telephone Number for Engineer: \_\_\_\_\_

\*\*Developer agrees that the above contact information provided to the Authority shall be updated from time to time and certainly upon changes made to the information.

**WHEREAS**, Developer has requested that the Authority review designs, plans and/or submissions for Developer's Planning Module Application (hereinafter, collectively, "submissions") which shall be submitted to the Authority pursuant to the provisions of the Pennsylvania Sewage Facilities Act (1965 P.L. 1535, Act No. 537), as amended, which Developer represents relates to various issues associated with providing sanitary sewer service to a tract of land owned by the Developer either as legal/equitable owner, which said property is described as follows and hereinafter referred to as "Property":

Location:

Municipality:

Size of Tract:

Tax Parcel Number:

No. of Sewer EDUs:

No. of Water EDUs:

**WHEREAS**, the Authority shall review Developer's submissions to determine, among other things, whether the Authority is able to provide sanitary sewer service to the Property and/or execute a Planning Module for the Developer's intended development of the Property; and

**WHEREAS**, the Developer recognizes and acknowledges that certain fees and costs will be expended by the Authority's Engineer and Solicitor and will also be incurred during various in-house review activities of Authority personnel; and

**WHEREAS**, the Developer acknowledges that the efforts undertaken by the Authority pursuant to this Agreement, will accrue to the benefit of Developer, and accordingly, Developer hereby agrees to deposit with the Authority funds in an amount as determined by the Authority sufficient to defray the Authority's costs and expenses under this Agreement; and

**WHEREAS**, the Developer recognizes and acknowledges that the Authority has experienced circumstances where it has confirmed the availability of sanitary sewage capacity as part of its Planning Module review process, but upon completion of such review, the necessary and available Equivalent Dwelling Units (hereinafter “EDUs”) of capacity were never obtained from the Authority; and

**WHEREAS**, the Developer further acknowledges that as a result thereof, any confirmation of the availability of sanitary sewage capacity that is issued by the Authority as part of its Planning Module review process undertaken pursuant to this Agreement shall not, at any time nor under any circumstance, be construed to be or deemed to be a reservation of such capacity for the Developer and/or for the Property; and

**WHEREAS**, the Developer hereby also acknowledges and confirms that any such capacity for the Developer and/or for the Property shall only be allocated and reserved upon the execution of a Reservation of Capacity Agreement which defines capacity commitment or upon both the execution of the Planning Module by the Authority and the approval and execution of a Sewer Service Agreement which purchases capacity between the Authority and the Developer.

**NOW THEREFORE**, in order to be legally bound, Authority and Developer agree as follows:

1. The Developer will deposit in escrow with the Authority, as of the execution of this Agreement, the sum of **EIGHT THOUSAND FIVE HUNDRED (\$8,500.00) Dollars**, to be held by the Authority and applied to the costs and expenses incurred by the Authority in connection with the preliminary review of the Developer’s Planning Module Application and submissions.
2. All funds required to be deposited or posted with the Authority pursuant to the provisions of this Agreement shall not be held in an interest bearing account.

3. Upon the approval of this Agreement by the Authority and the positing of the funds as set forth above, the Authority will proceed to review the documents submitted by the Developer pursuant to the preceding paragraphs.
4. In the event that the escrow referred to in Paragraph One (1) above, should be depleted before the Authority's various review activities are completed, the Authority shall give notice of the same to the Developer at the address noted in this Agreement. Within seven (7) days of the date of the Authority's notice, the Developer shall deposit in escrow with the Authority an amount as determined by the Authority as necessary for the Authority and the Authority's consultants to continue the review requested by the Developer pursuant to this Agreement.
5. Should the Developer choose to reserve capacity during the preliminary review stage, prior to entering into a Sewer Service Agreement, the Developer may enter into a Reservation of Capacity Agreement with the Authority in order to reserve a specific allocation of capacity for a specific period of time. The form of the Reservation of Capacity Agreement, along with the length of duration, is left to the Authority's discretion.
6. In the event the Developer chooses not to proceed with the intended development of the Property that prompted the request for review under this Agreement, then the Developer shall notify the Authority of the same, in writing, and upon receipt of such notice, the Authority shall discontinue its review. The Developer shall be responsible for all costs and expenses incurred by the Authority during its review of Developer's submissions. The Authority shall pay from the escrow all of its costs and expenses accrued and incurred and return the remaining balance of the escrow referred to in Paragraph One (1) above, if any, to the Developer.

7. The Developer recognizes and acknowledges that, notwithstanding any other provisions of this Agreement, a Reservation of Capacity Agreement and/or a Sewer Service Agreement will not be entered into until treatment capacity is available in the Authority's system for the intended development of the Property. Accordingly, Developer acknowledges that it, at all times, proceeds at its own risk regarding any intended development of the Property.

**WITNESS** our hands and seals the date above.

**BUCKS COUNTY WATER AND SEWER  
AUTHORITY**

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Benjamin W. Jones, Chief Executive Officer

Developer:

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
President or Authorized Representative  
(SIGN NAME)

BY: \_\_\_\_\_  
Name of Authorized Representative  
(PRINT NAME)

BY: \_\_\_\_\_  
Title of Authorized Representative  
(PRINT TITLE)