

Board Members

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**HILLTOWN TOWNSHIP
WATER AND SEWER AUTHORITY**

“Serving the Residents of Hilltown and Silverdale Since 1975”

Manager
James C. Groff

Engineer
Castle Valley Consultants, Inc.

Solicitor
Jack D. Wuerstle, Esq.

PRELIMINARY AGREEMENT

WITNESS THIS Preliminary Agreement (“Agreement”) entered into on the _____ day of _____, 20__ between the Hilltown Township Water and Sewer Authority (hereinafter “HTWSA”), of 316 Highland Park Road, Sellersville, PA 18960 and _____, with an address of _____, and a telephone number of _____ and an email address of _____ (“DEVELOPER”). DEVELOPER is further represented by _____, Esquire, of the law firm of _____, located at _____, with a telephone number of _____ and an email address of _____; and _____, of the engineering/architectural/contracting firm _____, located at _____, with a telephone number of _____ and an email address of _____.

WHEREAS DEVELOPER has requested the consultation and review of HTWSA and its professional consultants with regard to securing water and/or sewer services to a tract of land owned (legally or equitable) by DEVELOPER and located at

_____ in the Municipality of _____, consisting of _____ acres, _____ County Tax Map Parcel Number _____; and

WHEREAS, while HTWSA is willing to cooperate with DEVELOPER, both parties recognize that certain fees and costs will be expended by HTWSA as a result of such consultation and review, including Solicitor fees, Engineer fees, and costs incurred through in-house review and,

WHEREAS, DEVELOPER realizes that such efforts by HTWSA and its consultants at DEVELOPER'S request will accrue to the benefit of DEVELOPER, and therefore DEVELOPER agrees to deposit, with HTWSA, an amount of cash determined by HTWSA as necessary to reimburse or defray the expenses HTWSA incurs in the consultation and/or review of DEVELOPER'S plans.

NOW, THEREFORE, and intending to be legally bound, DEVELOPER and HTWSA agree as follows:

1. DEVELOPER shall deposit on the signing of this Agreement the sum of _____ Dollars (\$ _____ .00), to be held by HTWSA and applied to the aforesaid expenses.
2. Upon the approval of this Agreement by the HTWSA Board, HTWSA will proceed with the review.
3. If the above deposit is depleted before HTWSA'S review is complete, HTWSA shall give DEVELOPER written notice by regular mail to the above stated address of DEVELOPER, and DEVELOPER shall, within seven (7) days of the date of the aforementioned notice, deposit an additional amount of

cash as determined necessary by HTWSA to continue/complete the consultation/review requested by DEVELOPER.

4. Following the completion of the consultation/review by HTWSA, HTWSA shall return to DEVELOPER the balance of deposit monies remaining.
5. If, at any time, DEVELOPER desires HTWSA to discontinue review, DEVELOPER shall notify HTWSA in writing, and upon receipt of such notice HTWSA shall discontinue its review, pay all bills accrued to date and return the balance, if any, of the deposit to DEVELOPER.
6. DEVELOPER and HTWSA recognize and agree that this Agreement does not bind either party to any other commitment, and that this Agreement is not tacit or actual approval of any plan of DEVELOPER nor any tacit or actual agreement by HTWSA to supply services to DEVELOPER, such matters to be subject of a separate agreement(s) between the parties.

WITNESS our hands and seals the date above.

DEVELOPER by

HILLTOWN TOWNSHIP
WATER AND SEWER AUTHORITY

President or Authorized
Representative

By: _____
Chairman

Attest: _____

Attest: _____