

Zoning Ordinance Enforcement Contract  
made and entered into on this 9 day of  
November, 2020, by and between

Clinton Township  
2106 Route 54  
Montgomery, PA 17752

And

Code Inspections, Inc.  
603 Horsham Rd  
Horsham, PA 19044

WITNESSETH, that Code Inspections, Inc., and Clinton Township for consideration stated herein agree as follows:

1. All provision of the Contract Documents shall be strictly complied with and conformed to by Code Inspections, Inc. This contract is intended to conform in all respects to applicable statues of the Commonwealth of Pennsylvania, and if any part or provision of this contract conflicts therewith, the said statue shall govern.
2. The contract shall take effect on the 1st day of January, 2021 and shall remain in full force and effect until the 31st day of December 2021. Thereafter, the contract shall automatically renew for additional periods of twelve (12) months unless terminated by either party upon sixty (60) days written notice prior of expiration of the twelve (12) month period. Clinton Township may terminate this contract at any time upon providing thirty (30) days written notice to Code Inspections, Inc.
3. Code Inspections, Inc. is granted the **sole and exclusive right** within Clinton Township to provide Zoning Ordinance Enforcement. Code Inspections, Inc. shall provide all personnel, equipment, supplies and materials necessary to provide for the services.
4. Zoning Permit Fees charged by Code Inspections, Inc. for Zoning Ordinance Enforcement shall be as set forth below and/or amended by resolution. These fees will be collected by Code Inspections, Inc. at the time zoning permit is issued and will be kept as payment for the service provided.

#### Fee Schedule

##### 1. Zoning Permits

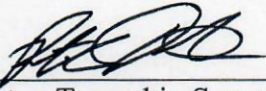
###### A. **Residential Development – New & Additions**

- a. **Principal Building or Structures**- Fees for Zoning Permits for construction of a principal building or structure shall be at a flat rate of \$75.00, plus \$2.00 per \$1,000 of construction cost. The Maximum Zoning Permit Fee shall be \$700.00

- b. Accessory Use and Structures i.e., pools, decks fences, porches, other incidental uses, or structures. Fees for Zoning Permits for all detached accessory buildings and structures shall be at a flat rate of \$50.00
  - B. **Non-Residential Development – New & Additions** – Fees for Zoning Permits for all nonresidential construction or development (principal or accessory) shall be at a flat rate of \$75.00, plus \$2.00 per \$1,000 of construction cost. The Maximum Zoning Permit Fee shall be \$1,000.00
  - C. **Signs** -Fees for Zoning Permit for any regulated sign shall be \$50.00
  - D. **Penalty** – Failure to obtain the necessary Zoning Permit prior to initiation of construction or change of use shall result in penalty of \$50.00 being added to the above specified charges. (This fee in not in lieu of other enforcement penalties allowed in the Zoning Ordinance or otherwise allowable under the law.
  - E. **Non-Construction** - In situation where no construction is involved i.e., change of use or a change of non-conforming use; a flat rate of \$75.00 shall be charged.
5. The Zoning Ordinance Floodplain Management shall be enforced at the rate of \$60.00 per hour for review and enforcement, with a minimum fee of \$50.00 being charged, for projects being found to be in the Significant Flood Hazard Area. These fees shall be collected by Code Inspections, Inc at the time the Zoning Permit is issued.
  6. Fees to investigate zoning complaints and for attendance at zoning board hearings will be at a rate of \$60.00 per hour. There will be a charge of \$50.00 for each citation required to be written. Code Inspections, Inc. will only respond to complaints provided to them by Clinton Township in writing.
  7. Billing for complaints and hearings will be charged in one (1) hour intervals. Billing by Code Inspections, Inc. for complaints, hearings and citations shall be made to Clinton Township monthly. Payments by Clinton Township shall be made within 45 days of receiving an invoice from Code Inspections, Inc.
  8. Code Inspections, Inc. shall perform services in cooperation with Clinton Township and coordinate all efforts with the full knowledge of Clinton Township.
  9. Contractor shall provide vehicles and equipment used by Code Inspections, Inc.'s employees.
  10. In performing services under this Agreement, Code Inspections, Inc. shall use only qualified certified personnel who shall perform in a good and workmanlike manner.
  11. Throughout the term of this Agreement, Contractor shall maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate; automobile insurance in the minimum amount of \$1,000,000; statutory workers' compensation insurance and errors and omissions insurance in the minimum amount of \$1,000,000. A certificate of insurance shall be provided to Clinton Township prior to commencement of this Agreement and each year on the anniversary date hereof. Clinton Township shall be listed on all insurance as an additional insured or loss payee, as applicable.

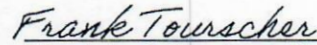


IN WITNESS, WHEREOF, Clinton Township has caused this instrument to be signed by its Board of Supervisors Chairperson, which has been attested to by its Secretary, and intending to be legally bound. Code Inspections, Inc. has also caused their Municipal Services Coordinator to execute this Agreement, said coordinator having authority to do so and intending to legally bind Code Inspections, Inc. to the terms of this Agreement.



Clinton Township Supervisors Chairperson

Code Inspections, Inc.



Municipal Services Coordinator

Attest:



Clinton Township Secretary