

DEVELOPER'S AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2007, by and between the TOWNSHIP OF HEMPFIELD, a Second Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "**TOWNSHIP**",

A N D

(Developer Name) _____, having an address of _____, hereinafter referred to as "**DEVELOPER**";

WHEREAS, the Developer is the owner of a certain tract of ground which he desires to develop known as (Development Name) _____, hereinafter referred to as "**THE PLAN**", being a (Number of lot(s)) _____ subdivision; and

WHEREAS, the Developer, prior to the issuance of any building permits, must post a completion bond in the amount of \$ _____ (Dollar Amount); and

WHEREAS , the bond is to be in the amount of ONE HUNDRED AND TEN (110%) PERCENT of the total cost of construction of all streets, storm sewer lines, storm drains, catch basins, fire hydrants, and storm water management, and any and all other improvements required by the Hempfield Township Subdivision and Land Development Ordinance.

NOW, THEREFORE, WITNESSETH:

1. The Developer shall post with the Township a financial security of a type allowed by the Pennsylvania Municipalities Planning Code, specifically, 53 P.S. §10509, in the amount of (Dollar Amount) \$ _____, which said financial security shall be a

guarantee of the completion of all improvements as shown on said Plan of Lots, including, but not limited to, the streets, storm drains, catch basins, fire hydrants, curbs, gutters and storm water management in the aforesaid Plan of Lots, pursuant to the plans and specifications presented to the Township by the Developer, as set forth on Exhibit "A" attached hereto and made a part hereof, and further, the financial security shall guarantee completion of said improvements within one (1) year from the date hereof.

2. If the Developer requires more than one (1) year from this date to complete the required improvements, the Developer shall post additional financial security in either of the following amounts:

- (a) The amount of financial security shall be increased by an additional ten (10%) percent for each one year period beyond the anniversary date of the posting of said financial security; or
- (b) To an amount not exceeding ONE HUNDRED AND TEN (110%) PERCENT of the cost of completing the required improvements as reestablished on or before the expiration of the preceding one year date.

The amount required for completing the required improvements shall be determined by the Developer submitting to the Township the estimated cost of completion prepared and certified to by a Registered Professional Engineer, licensed by the Commonwealth of Pennsylvania, which shall be verified by the Township's Engineer.

3. The parties hereto agree that the Developer may request a release of such portion of the posted financial security as the installation proceeds. Such request shall be in writing addressed to the Township, and the Township shall have forty-five (45) days from receipt of such request, within which the Township engineer shall certify in writing, to the Township, that

said portion of the work upon the improvements has been completed in accordance with the approved plat.

4. Pursuant to Section 72-27.1 of the Code of the Township of Hempfield, the Developer shall contemporaneously provide to the Township a long-term cash maintenance bond in the amount of \$10,000.00 for each basin. Said long-term maintenance bond shall be non-refundable.

5. In any event, the full schedule for release of the posted financial security shall be:

- (a) At the time of completion of the grading for the roads in the Plan of Lots as reasonable determined by the Township Engineer, that you will forward a document releasing one-third (1/2) of the amount shown for paving on Exhibit "A" which is attached hereto;
- (b) At the time of completion of the binder on the roads and after reasonable approval given by the Township Engineer, you will forward a document releasing an additional one-third (1/3) from the amount shown for paving on Exhibit "A" which is attached hereto. Said amount will be released from the full force and effect of the financial security.
- (c) That the balance as shown for paving or one-third of the amount shown on Exhibit "A", shall be held until final acceptance of the roads by the Township. After said final acceptance of the roads by the Township, then said amount shall be released and a maintenance bond in the amount of fifteen (15%) percent of the cost of construction, as shown on Exhibit "A", shall be established as a maintenance bond for a period of eighteen (18) months from the date of acceptance.
- (d) That with respect to the storm sewer lines as shown on Exhibit "A", monies will be released by the Township on a Monthly basis based upon the extent of linear feet of line being installed and tested by the Township Engineer and/or its authorized agent. The release shall be determined by the per foot basis of the contractor's bid for such items and an amount equal to seventy (70%) percent of such cost as shown on Exhibit "A" which shall be

equal to the number of feet installed shall be released. The balance of thirty (30%) percent shall be retained until final completion and acceptance of the lines by the Township.

- (e) That the amounts shown for water line construction, electric line construction and excavation, grubbing and tree removal and gas line installation shall be released upon completion of the same after certification by the Township Engineer.
- (f) That the balance as shown for stormwater management on Exhibit "A", shall be held until the facility has been completed and certified as-built drawings bearing the seal of a Registered Professional Engineer, licensed by the Commonwealth of Pennsylvania, have been submitted to the Township and verified by the Township Engineer. After said verification by the Township Engineer, then said amount shall be released and a maintenance bond in the amount of fifteen (15%) percent of the cost of construction, as shown on Exhibit "A", shall be established and posted as a maintenance bond for a period of eighteen (18) months from the date of acceptance month.

6. The Developer shall request the Township to accept the dedicated improvements, pursuant to the terms and conditions of the Township Subdivision and Land Development Ordinance and its amendments thereto. The Township shall then require the Developer to post financial security to secure the structural integrity of said improvements, as well as the functioning of said improvements, in accordance with the design and specifications as depicted on the final plat. Said financial security shall be in the amount of FIFTEEN (15%) PERCENT of the actual cost of installation of said improvements, and shall be held by the Township for a period of eighteen (18) months from the date of the acceptance of the dedication.

7. The Developer also agrees that prior to the final approval of the plan, they shall tender to the Township, a contract(s) between the Developer and the Installer of the required improvements, which shall set forth the total contract price for each improvement to be installed.

8. In the event the Developer does not complete the required improvements pursuant to the terms and conditions of the Subdivision Ordinance now in effect, the Township shall have all remedies given to the Township by the Pennsylvania Municipalities Planning Code, and specifically 53 P.S. §10511.

9. This Agreement shall become effective upon the approval by the Board of Supervisors of the Township of Hempfield of the aforementioned subdivision.

10. The Township shall only provide winter maintenance on roads that have been accepted by the Board of Supervisors of the Township of Hempfield. It shall be the responsibility of the contractor or developer to maintain streets that have not been accepted. As a condition of final approval, the developer shall provide a written contract to the Township to cover winter street maintenance and shall post a bond in the amount of 110% of the cost of one season winter maintenance of streets in the plan. This amount shall be determined by a formula of \$1,000.00 per ¼ mile of roadway to be resurfaced. Pursuant to the aforementioned, the total amount of bond to be posted shall be \$_____. The contractor or developer shall perform winter maintenance upon notice, either written or oral, from the Township Director of Public Works. Such maintenance shall occur within one hour of the time notice is given.

11. In the alternative to Paragraph 10, the contractor or developer may request that winter maintenance service be performed by the Township. The developer shall deposit an annual fee which shall be calculated by using the formula of \$1,000.00 per ¼ mile of roadway to be serviced. Pursuant to the aforementioned, the total amount to be deposited shall be \$_____. This fee shall be calculated annually and may be revised by the Board of Supervisors on the anniversary date of each contract. In the event the Township performs the winter maintenance work pursuant to the above, the contractor or developer shall assume all

responsibility for the effect of the snow removal, including, but not limited to, plowing, salt, antiskid, cinders, etc., on the road surface, inlets or manholes.

12. At the execution of this Agreement, the Developer shall deposit with the Township the sum of _____ as inspection fees to be paid to the Township Engineer for inspection of the installation of the improvements. The amount of the inspection fee is calculated to be seven (7%) percent of the construction costs for the improvements to be installed pursuant to this Agreement. The fees charged by the Township for the township engineer's inspection shall not be greater than the fees paid by the Township to the Engineer for other engineering services performed. In the event the amount herein deposited reduces below thirty (30%) percent of the amount deposited, the Developer shall within fifteen (15) days after written notice by the Township of the necessity of replenishing the inspection fee account, deposit with the Township such sums as may be determined by the Township Engineer to be necessary to complete the Township Engineer's inspection of the installation of the improvements.

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

TOWNSHIP OF HEMPFIELD

By _____
Chairman

ATTEST: (SEAL)

Secretary

DEVELOPER

By _____

ATTEST: (SEAL)

Secretary