

**TOWNSHIP OF PAINT**  
**COUNTY OF SOMERSET, COMMONWEALTH OF PENNSYLVANIA**  
**DEVELOPERS AGREEMENT**

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

Developer Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Proposed Development Name: \_\_\_\_\_

Location: \_\_\_\_\_

WHEREAS, a Major Subdivision Plan was submitted to the Township by Developer for review by the Paint Township Planning Commission, and for subsequent consideration by the Paint Township Board of Supervisors; and

WHEREAS, the above-referenced plan was approved by the Township and is subject to construction by Developer and inspection by Township; and

WHEREAS, the parties desire to further clarify their rights and obligations associated with the development, including but not limited to inspection requirements;

NOW THEREFORE, be it and it is hereby agreed by Developer and Township as follows:

1. Developer shall be responsible for all inspection costs associated with the development, including those established for the Township's Sewage Disposal System Rules and Regulations adopted August 6<sup>th</sup> 1990 and amended April, 2008 (including inspection of sewer pipes for gravel coverage); and also including street inspection protocol established by the Township Engineer (including inspection of street gravel base; base coat of asphalt and finish coat; street crossing for storm water pipes; head wall and end walls).
2. Township has authorized its Engineer, The EADS Group, to provide inspection services of this development on behalf of the Township. The following items shall be submitted by Developer:
  - a. **Construction Drawings** – Five (5) sets should be submitted, at a minimum, to Township for approval for stamp prior to commencement of construction. Only the “stamped” drawings shall be used for construction purposes. Any revisions to

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the drawings must be approved by Township. Drawings are to be properly scaled by a registered professional engineer or land surveyor employed by Developer.

- b. **Shop Drawings** – Shop drawings (and material certifications) are to be provided to the inspector and stamped as approved by Township.
- c. **Pre-Construction Photographs** – Developer shall take pre-construction photographs of existing developed areas (streets, sidewalks, lawns, etc.) prior to commencing construction. The photographs shall be provided to Township at least three days prior to commencing construction.
- d. **Pre-Construction Meeting** – A pre-construction meeting shall be held with Developer and Township (at a minimum) **prior** to the commencement of construction. At this meeting, Developer must identify the on-site representative responsible for all communications and decision making on behalf of Developer.
- e. **Test Reports** – All sewer facilities must be tested in the presence of the Township inspector. Sewer line test forms and manhole inspection forms will be prepared by the inspector and distributed to Township for its files.
- f. **Work Schedule** – Developer is responsible for timely notifying the Township Engineer of its work schedule. If the Township inspector is called to be at the site and Developer's contractor fails to appear on the job, then Developer will be charged for the inspector's time. If Developer's equipment breaks down or some other event occurs beyond Developer's control, Developer will call the inspector as soon as possible to cancel so as to minimize charges if possible.
- g. **As-Built Drawings** – Developer is responsible to provide as-built drawings within sixty days of completion of the infrastructure.

In addition, the following shall be provided by Developer to Township:

- h. Lot plan with proposed grading of each lot and utility easements;
- i. Commitment for financing;
- j. Copy of storm water management plan approval from the county Conservation District;
- k. Drafts of deed of easement declarations and rights-of-way, including subsequent proof of recording;

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- l. Copies of all PennDOT approvals, including Highway Occupancy Permits;
  - m. Copies of all utility company approvals, including GPU/Penelec, water and sewer authorities; including proof of payment of all tap fees;
  - n. Five copies of the final approved, recorded Subdivision Plan, with signature and seal; and
  - o. An exemplar of a letter to be issued to lot purchasers from Developer explaining that no building permits will be issued by the Township until all of the foregoing are on file with Township, and further that no construction can begin by individual lot owners until the final infrastructure inspections are completed.
3. Developer and Inspector's Responsibility – Developer is ultimately responsible to insure that the development is constructed as represented in the drawings. Developer is further responsible to timely arrange for inspections by the Township Engineer. The Inspector is not to act as a job superintendent and is not responsible for laying out work. A Daily Report shall be made of construction activities, substantially in the form attached hereto.
4. Inspection Fees – Developer shall reimburse Township in full for all inspection costs incurred by the Inspector during the construction, testing and approval. Township requires that an escrow account be established by Developer to allow Township to withdraw funds sufficient to cover the reimbursement of the costs of inspection, testing, and approval as the invoices are received. The initial amount of funds required by Township is individually determined for each subdivision. Developer shall provide an escrow account in the amount of \$\_\_\_\_\_ of the road bond. If the escrowed amount is not sufficient to reimburse Township in full for said costs, Township may require additional funds to be deposited in the escrow account. When the escrow account balance drops to 25% of its original amount, Developer may be required to deposit at least another 25% to escrow. The Township Secretary will notify Developer of the account balance and requirement of additional deposits.
5. Failure to Comply - In the event Developer fails to comply with this Agreement, a fine will be imposed by Township as follows: first offense, two hundred fifty dollars (\$250.00); second offense, two thousand five hundred dollars (\$2,500.00); third or any subsequent offenses, an order will be issued and enforced to immediately cease and desist construction on the subdivision.

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6. Easements – All easements, bonding and escrow accounts shall be in place before site preparation and/or any construction work begins.
7. Bonding shall remain in place for twelve months after final street inspection in the amount of one-hundred ten percent (110%) of completion cost as measured and determined by the Township Engineer. Upon final inspection, if the development is approved by the Engineer and Township, Developer may give a written request to the Township to assume all responsibility for sewage, storm water systems and streets.

Developer: \_\_\_\_\_ Witness: \_\_\_\_\_

Township: \_\_\_\_\_

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**INSPECTIONS AND TESTING PARAMETERS FOR PAINT TOWNSHIP**

**SEWER LINE**

- A. Visional Inspections with pictures of the gravel fill material around sewer pipe with a minimum of 24-hour notice.
- B. Vacuum Test on Manholes with a minimum of 5-day notice.
- C. Pressure Test on Sewer Line with a minimum of 5-day notice.
- D. Test for pipe deflection with a minimum of 5-day notice.

**ROADS**

- A. Visional Inspections with pictures of the gravel fill material place in 6-inch layers with compaction for each layer for utility trench lines with a minimum of 24-hour notice.
- B. Prior to paving, proof rolled gravel base and randomly core or excavate to check for depth of gravel base with a minimum of 2-day notice.
- C. For paving, developer must notify Township for periodic inspections while paving with a minimum 2-day notice.
- D. For asphalt base, developer must core the asphalt base to verify thickness of asphalt base. Developer must core the first 250 feet, one sample every 500 feet thereafter with a minimum of three cores per project with a minimum of 2-day notice.
- E. For asphalt top, developer must randomly core at the same frequency as asphalt base or have an inspector on-site to verify asphalt thickness and collect weigh slips with a minimum of 2-day notice.

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DEVELOPERS

DAILY REPORT

1. Development Name: \_\_\_\_\_ 2. Report No: \_\_\_\_\_

3. Developer's Name: \_\_\_\_\_ 4. Contractor: \_\_\_\_\_

5. Description: Water Sewer Other 6. Date: \_\_\_\_\_

7. Foreman: \_\_\_\_\_ 8. Inspector: \_\_\_\_\_

9. Weather: \_\_\_\_\_

10. No. of Workers: \_\_\_\_\_ 11. Hrs./Shift: \_\_\_\_\_ 12. No. of Crews: \_\_\_\_\_

13. Equipment: Backhoe \_\_\_\_\_ Track Excavator \_\_\_\_\_ Dump Truck \_\_\_\_\_

Track Loader \_\_\_\_\_ Wheel Loader \_\_\_\_\_ Other \_\_\_\_\_

14. Compaction Equipment: Trench Roller \_\_\_\_\_ Hoe Ram \_\_\_\_\_ Hand Compactor \_\_\_\_\_

Remarks

15. Visitors to Site: \_\_\_\_\_

16. Test Services Performed: \_\_\_\_\_

17. Materials Delivered to Site: \_\_\_\_\_

Inspector's Observations

18. \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Signature of Contractor's Representative

Signature of Inspector

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\_\_\_\_\_