

**DEVELOPER'S AGREEMENT**  
**TOWNSHIP OF SLIPPERY ROCK**  
**COUNTY OF BUTLER**  
**COMMONWEALTH OF PENNSYLVANIA**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and among,

\_\_\_\_\_  
(hereinafter referred to as "Developer"),

*AND*

Township of Slippery Rock, located at 155 Branchton Road, PO Box 207, Slippery Rock, Pennsylvania 16057, (hereinafter called the "Township").

**WITNESSETH:**

WHEREAS, Developer has filed with the Township of Slippery Rock a proposed Subdivision or Land Development Plan and application for final approval thereof for a certain development known as \_\_\_\_\_,  
(referred to as "Final Plan"); and

WHEREAS, pursuant to the township ordinances, and all other applicable Slippery Rock Township regulations the Board of Supervisors of the Township of Slippery Rock, Butler County, Pennsylvania at a public meeting held on the \_\_\_\_\_, 20\_\_\_\_, approved the Final Plan subject to such conditions as the Board has attached hereto; and

WHEREAS, one of the purposes of this Agreement is to provide for full and complete compliance by the Developer with the "Final Plan" approval, together with all conditions attached thereto; and

WHEREAS, public improvements shall be all those improvements to be conveyed or otherwise dedicated to the Township or any other public body for public use and which shall comply with the standards, codes, regulations, and specifications of the Township. Improvements shall include, but need not to be limited to, streets, right-of-ways, water service line connectors and distribution facilities and sanitary sewer lines and facilities as deemed required by the Township; and,

WHEREAS, private improvements shall be all those improvements as shown on the aforementioned approved Development Plan, or on a contiguous portion of street or right-of-way, and as may be required by Township approvals and/or ordinances. Improvements shall include, but need not be limited to, excavating, grading, erosion control, stormwater management, curbing, sidewalks, landscaping, seeding, buffering,

lighting, sanitary collection and treatment facilities, water service lines extensions and service, paving, traffic warning and regulatory devices, recreational facilities, open space improvements, etc., and which shall comply with the requirements of the Township.

WHEREAS, The Developer desires to obtain building permit(s) for the construction of the building(s) and appurtenant structures as contemplated in the "Final Plan", together with such other permits as are necessary to undertake and complete all of the necessary improvements required by Slippery Rock Township, and the terms and conditions of the "Final Plan" approval; and

WHEREAS, in lieu of completion of the improvements required as a condition for final approval of the "Final Plan", the Developer must deposit with the Township:

- (1) Financial security in an amount sufficient to cover the cost thereof; and
- (2) Upon completion of the improvements and prior to acceptance of any dedication, financial security to secure structural integrity of the dedicated improvements, as well as the functioning of said improvements in accordance with the design and specifications as depicted on the Final Plan.

NOW, THEREFORE, the parties hereto, in consideration of the recitals and undertakings thereof, and intending to be legally bound, hereby agree as follows:

1. INCORPORATION OF RECITALS: The foregoing Recitals are acknowledged to be true and correct and are incorporated herein by reference.

2. INCORPORATE OF LAWS & REGULATIONS: Both the Developer and the Township shall be bound by the provisions of all applicable local and State ordinances and regulations, the provisions of which are incorporated herein by reference thereof and made a part hereof.

3. DEFINITION OF FINAL PLAN: The "Final Plan", as approved by the Township is identified as follows: Wherever the words "Final Plan" appear hereafter in this Agreement, those words shall mean only those Plans as finally approved by the Board of Supervisors of the Township of Slippery Rock, Butler County, Pennsylvania which form the basis for the issuance of buildings and other necessary permits.

4. STRICT COMPLIANCE: The Developer agrees that all work in construction of the development and installation of all required improvements pursuant to the "Final Plan" approved and on file with the Township, as well as all permits issued by the Township or other regulatory authority pursuant thereto or in furtherance thereof, shall be in strict compliance with the various requirements of the Township, whether by ordinance, rule or regulation heretofore adopted or promulgated, as well as in accordance with good and accepted engineering and construction practices. Any change or amendment to the "Final Plan", or any permit or other document issued in

furtherance thereof, shall not be valid until the Township's approval thereof is endorsed in writing thereon, together with the date of such endorsement.

4A. The developer shall remain responsible for all public improvements until acceptance by the township. The developer shall remain responsible for all private improvements (including but not limited to stormwater management, landscaping, buffering) until creation of a homeowners association (HOA). The final instrument creating the HOA, including its rules and regulations for members shall be subject to approval by the township to ensure maintenance of said private improvements. Building permits shall not be issued until the homeowner's association agreement is approved.

5. IMPROVEMENTS TO BE MADE BY THE DEVELOPER:

A. Street Improvements:

1. Developer will cause the streets shown on the Plans to be graded, paved, and curved ("Roadway Improvements") in compliance with the ordinances and regulations of the Township and consistent with the Plans as approved by the Township.
2. The Developer shall submit to the Township evidence of all necessary permits, approvals, and licenses required under federal, state, county or local statute, ordinance or regulation for installation of the Roadway Improvements, prior to commencing construction of said Roadway Improvements.
3. Upon completion of the Roadway Improvements, certification thereof by the Township Engineer and posting of the Maintenance Bond, the Developer shall surrender when requested and the Township shall thereafter accept by resolution, dedication of the Roadway Improvements to the Township and the Township shall take over said Roadway Improvements.
4. Any change in the location or grade of any of the Roadway Improvements, or other changes, which differ from the Plans, as approved by the Township shall only be made after the Township Engineer has reviewed said changes, and its consent, in writing, shall have been received by the Developer.
5. Construction of the Roadway Improvements shall be under the supervision and subject to the review of the inspectors of the Township assigned to such inspection duties. Developer shall commence the Roadway Improvements within sixty (60) days after the date of this Agreement and shall complete the entire Roadway Improvements, including wearing course, with one hundred twenty (120) days of the date of this Agreement. An extension of time may be granted as agreed to by the Township.

B. Drainage Improvements:

1. The Developer shall submit to the Township evidence of all necessary permits, approvals and licenses required under federal, state, county or local statute, ordinance or regulation for installation of the storm sewers, sanitary sewers (if applicable) and surface water drainage facilities ("Drainage Improvements"), prior to commencing construction of said Drainage Improvements.
2. The Developer shall cause all of the Drainage Improvements to be constructed and installed in compliance with:
  - i. The ordinance and regulation of the Township, including, without limitation, the Stormwater Management Ordinance;
  - ii. The statutes and regulation of the Commonwealth of Pennsylvania, including the DEP, including, without limitation, the Stormwater Management Act the Butler County Code; and
  - iii. The Plans as approved by the Township.
3. Upon completion of the Drainage Improvements and certification thereof by the Township Engineer, and posting of the Maintenance Bond, and then the Drainage Improvement shall be taken over by either the Developer or Landowner(s).
4. Any change in location, slope, size, material, connection or other factors relating to the Drainage Improvements which will cause said Drainage Improvements to differ from the Plans approved by the Township, shall only be made after said changes have been reviewed by the Township Engineer, and its consent, in writing, shall have been received by this Developer.
5. Construction of the Drainage Improvements shall be under the supervision and subject to the review of the inspectors of the Township assigned to such inspection duties.

C. General Improvements:

Developer agrees to cause to be installed in accordance with the "Final Plan", and all other applicable specifications appended thereto, all required improvements, including, but not necessarily

limited to, walkways, parking lots, slots and striping, curbs, gutters, street and parking lot lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains, streets, roads, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, monuments, crosswalks, buffers or screen plantings, fencing and other required improvements or facilities designated on or required by the "Final Plan" or the conditions of approval thereof, (hereinafter called the "improvements").

Developer agrees that all underground utilities shall be installed before paving of streets, installing of curbs or construction of sidewalks. Developer further agrees to make all necessary arrangements with and secure approvals from the public utilities, Municipal Authority or private utility companies serving the development for the location and installation of all utility facilities; and, further agrees that all requirements of those utilities or other governmental regulatory agencies having jurisdiction thereof will be complied with in the installation and construction of such facilities. Developer agrees that if the development is to be serviced by public water and/or public sanitary sewers, service and facilities for the same shall be brought to and installed in the tract under the development without expense to the Township. All negotiations for public water, for both potable domestic service and fire protection, to be delivered to the tract, shall be conducted by the Developer with the appropriate water company, public utility or Municipal Authority, and the Developer shall, contemporaneously with its execution, provide to the Township a copy of any written Agreement between the Developer and such utility, company or Authority, as well as any written representations made by such utility, company or Authority with respect to the supply or facilities.

#### D. Ownership:

The Developer shall provide a certificate of legal counsel or Title Company as to the owners and lien holders of the property at the time the Plan is submitted for signature by the Township, providing that all owners and lien holders must sign on the plan to be recorded in the Recorder's Office of Butler County, Pennsylvania.

#### E. Financing:

Prior to receiving any building permits or any other permits for construction activity on the property, Developer must provide evidence of a closed loan or a signed commitment letter by both

lender and Developer, providing for full construction financing of the project. The commitment must be from a responsible financial institution.

F. Construction Schedule:

Construction shall proceed in accordance with the Development Schedule, which shall be submitted to the Township by the Developer prior to the commencement of construction.

G. Erosion & Sedimentation Control Plan:

Developer must submit proof of approval by the Butler County Conservation District of a final Erosion & Sedimentation Control Plan area prior to issuance of any permits.

H. Issuance of Building Permit(s):

No building permit(s) shall be issued to the Developer, or any builder or lot owner, or their respective agents and/or representatives, prior to satisfactory completion of all necessary public improvements as required herein.

6. WATER & SEWAGE (IF APPLICABLE):

The Developer shall furnish evidence to the Township from the Slippery Rock Municipal Authority that the Developer has an approved agreement with the Authority to provide water and sewage service to the property and guaranteed to the Authority the cost of said water and sewage services.

7. FINANCIAL SECURITY:

- A. For the sole purpose of establishing the amount of financial security to be required by the Township from the Developer pursuant to the Pennsylvania Municipalities Planning Code, the Developer shall provide to the Township bona fide bid or bids from the contractor or contractors chosen by the Developer to complete the improvements required on the "Final Plan". In the event that the Developer has not supplied the foregoing bids, the cost of the foregoing improvements shall be determined and established by estimate prepared by the Township's Engineer. Those projected estimated costs, after review, modification and approval by the Township and its Engineer, are appended hereto as Exhibit "A", and made a part hereof.

- B. To insure completion of all such improvements, the Developer shall contemporaneously or prior to the execution of this Agreement by the Township, deposit with the Township a form of financial security equal to one hundred ten percent (110%) of the cost of the required improvements established as aforesaid, plus Township inspection fees, Township security, and miscellaneous items, such as as-builts, stakeout, etc.
- C. Prior to its commencement of any work on the property, the Developer shall post a performance bond in an amount equal to \$\_\_\_\_\_, not applicable at this time, but is to be posted prior to final land development plan approval. The Posted Security is to guarantee the prompt and proper installation of the improvements on the property ("Improvements"), according to the following breakdown:  
 (If not applicable please put N/A on line)

Excavating/Grading/Erosion Control:	\$ _____
Storm Sewers & Drainage:	\$ _____
Curbing/Sidewalks:	\$ _____
Streets/Right-of-Way/Paving:	\$ _____
Sanitary Sewers/Treatment Facilities:	\$ _____
Water Extension/Facility:	\$ _____
Landscaping/Seeding/Buffering:	\$ _____
Lighting:	\$ _____
Traffic Warning/Regulatory Devices:	\$ _____
Open Space/Recreational:	\$ _____
Other Additional Improvements:	\$ _____
Retainage 10% MPC:	\$ _____
 Total:	 \$ _____

D. Interim Releases: The Developer shall have the right to secure interim releases of the posted security, but only upon certification by the Township Engineer of the substantial completion of the improvements for which the release is sought, and upon proof of compliance with and pursuant to the terms of the Municipalities Planning Code ("MPC"). In no event shall the final ten percent (10%) of the posted security be released until the Developer has complied with all of the terms of Section H herein.

E. For purposes of this Agreement, the total amount of financial security required by the Township to secure completion of the improvements required by the "Final Plan" is determined and established to be the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). No change or alteration in the amount hereof shall be authorized or valid

unless and until approved by the Township in writing and appended to this Agreement as an addendum hereto.

F. In the event the Developer elects to establish financial security in the form of a cash escrow or restrictive account or Letter of Credit, the Developer and the selected Escrow Agent or Issuer, which must be a Federal or Commonwealth chartered lending institution authorized to conduct business within the Commonwealth of Pennsylvania, shall execute a Township approved Escrow Agreement.

G. In the event the improvements are not completed within one (1) year of the date when the posted security is pledged, the Developer shall, at the request of the Township, increase the value of the posted security by an additional ten percent (10%) for each one-year (1) period beyond the first anniversary date, so long as the total value of the posted security shall not exceed one hundred ten percent (110%) of the cost of completing the improvements.

H. The posted security shall not be terminated except upon all of the following conditions having been met by the Developer.

- a. Certification of the total completion of the improvements by the Township Engineer;
- b. Written consent from the Township to the bonding or lending agent, stating that all conditions which permit the release of posted security have been met and that such release is permitted; and
- c. Posting of a maintenance bond as in Section J of the Agreement (the "Maintenance Bond").

I. Maintenance Bond:

- a. Upon acceptance by the Township of all the completed improvements, as a condition for release of any remaining portion of the posted security, Developer shall post a Maintenance Bond to secure the structural integrity of the improvements.
- b. The face amount of the Maintenance Bond shall be fifteen percent (15%) of the actual cost of the completed improvements.



- c. The Maintenance Bond shall have a term of eighteen (18) months commencing of the date of release of the posted security.

J. Engineering & Professional Consulting Fees:

- a. Within five (5) days after the execution of the Agreement, the Developer shall make an initial payment to the Township in the amount of \$\_\_\_\_\_ Dollars to be utilized by the Township to pay for the engineering and professional consulting reviews and inspection fees which the Township has incurred or will incur as a result of development of the property. Said amount and all future payments made pursuant to Section J, shall be held by the Township in an interest bearing escrow account.

1. The Township shall pay engineering and professional consulting fees based on the ordinary and customary fees charged by the Township Engineer for work performed for similar services in the Township, and shall draw against such escrow account as the bills for engineering and professional consulting services relate to the property are received.
2. As the engineering and professional consulting costs are paid, the Township shall notify the Developer and the amount needed to be added to the escrow account to maintain its balance at \$\_\_\_\_\_ Dollars, and the Developer shall agree to make payment thereof to the Township within five (5) business days after receiving notification.
3. Any amounts remaining in the escrow account, including accrued interest, at the completion of the improvements and release of the posted security, shall be refunded to the Developer.
4. Any cancellation or postponement by the Developer of any scheduled inspection by the Township Engineer (except due to incimate weather conditions) shall require not less than twenty-four (24) hours notice. Failure to timely provide such prior notice shall result in a minimum

charge by the Township Engineer for four (4) man-hours, which sum Developer shall be obligated to pay. In the event a scheduled inspection is reasonably believed to last more than one (1) eight (8) hour work day, forty-eight (48) hours prior to the Township Engineer shall be required. Failure to provide less than forty-eight (48) hours notice shall result in a minimum charge by the Township Engineer of eight (8) man-hours, which sum Developer is obligated to pay. Any postponed or rescheduled inspection shall occur with at least forty-eight (48) hours prior notice to the Township Engineer.

- K. As-built drawings two (2) shall be submitted by the Developer to the Township Engineer prior to final release of posted security. Such as-built drawings shall be legibly marked to properly reflect actual construction and shall be prepared by a licensed engineer and shall include such items as may reasonably be required by the Township and the Township Engineer, including without limitation:
  - a. Horizontal and vertical locations of all underground utilities and appurtenances which shall be referenced to permanent surface improvements;
  - b. All field changes by field order or change order; and
  - c. All changes made by field order or change order, and
  - d. Details not on the original Plans.
  
- L. a. The Developer shall forthwith pay to the Township all fees and expenses of the Township Solicitor incurred in the preparation of this Agreement and/or preparation for legal review(s) for the Development.
  - b. Upon completion of the improvements on the property, Developer shall repair all damages to all public roads, if any.

8. PASSABLE ROADS: Unless there is an Agreement with the Township, Developer shall remove all snow from and salt and cinder and make passable all streets and roads within the development and keep same passable commencing from issuance of the first use and occupancy permit and ending on the date the roads are dedicated to the Township. By November 15<sup>th</sup> of each year, the Developer shall, by written notification to the Township Manager, advise the Township Director of Public Works of the name and telephone number of the individual, firm, person or corporation, together with a designated contact person, who will be responsible to perform the work required by this paragraph. If the Developer fails in its responsibility, as required by this paragraph, without any prior notice to the Developer, the Township may, in its discretion, undertake the Developer's responsibility and plow and keep passable said

roadways, either with its own or with hired men and equipment, and the Township shall be reimbursed from the financial security for the fair and reasonable cost of said work, plus an administrative fee of twenty (20%) percent. Should a deficiency occur in the security, the Township shall advise the Developer who shall immediately pay to the Township the amount of any such deficiency and shall, in addition, replace the financial security made deficient by the exercise of the Township's rights hereunder.

9. WASTE MATERIALS: Developer agrees that it will be responsible for the discarding of waste materials, including all construction waste materials and any other materials related to construction and development, that no waste materials shall be buried on the site, and agrees to prevent same from being deposited, and then either buried upon land adjacent to or in the vicinity of the development; and, further that such responsibility shall extend to the acts of the Developer, its subcontractors and material suppliers. In the event the provisions of this paragraph are violated, the Township shall give written notice to correct such violation within five (5) business days of the date of such notice, and if the violation is not corrected within that time, Developer agrees that the Township shall cause the violation to be corrected or cured at the Developer's cost. Developer agrees to pay all costs incurred to remedy and cure such violation within thirty (30) days of Developer's receipt of billing therefore. Failing such payment, the Township is hereby authorized to deduct such costs from the financial security, plus an administrative fee of twenty (20%) percent, and the last sentence of paragraph \_\_\_\_\_ hereof shall become effective.

10. CONSTRUCTION PERFORMANCE: Developer agrees and hereby specifically represents that the completion of all construction and all improvements shall be performed in accordance with the "Final Plan" approval, subject to all conditions thereof, and the terms and conditions of this Agreement, and shall be in compliance with all pertinent statutes of the Commonwealth of Pennsylvania, all pertinent ordinances of the Township, including without limitation, building, fire, electrical and soil and sedimentation erosion control ordinances, as well as the Township Subdivision and Land Development Ordinance and the Township Zoning Ordinance. Upon the requisite "Final Plan" approval, the execution of this Agreement and the deposit with the Township of the required financial security, but not before, Developer shall be entitled to apply for the issuance of building, grading or other permits relating to the erection or placement of improvements, including buildings, upon the lots or land as depicted upon the "Final Plan". Construction and installation of all improvements shall be subject to inspection and approval by the Township Engineer. In the event of the Developer's failure to timely construct the required improvements in a good and workmanlike manner consistent with accepted construction and engineering practices and in accordance with the "Final Plan" and the terms and conditions of this Agreement, the Township shall give written notice thereof to the Developer specifically describing those conditions or improvements which are not in compliance therewith, and shall provide the Developer a period of thirty (30) days to complete such improvements, except in case of emergency, in which event Developer shall correct such conditions immediately, but in no event later than forty-eight (48) hours after notice, either oral or written, or such

further time as shall be agreed upon in writing by the Developer and the Township. Provided, failure of the Developer to cure at least fifteen (15) days prior to the lapse of the financial security shall be a default entitling Township to draw down said financial security without the necessity of prior thirty (30) days notice to the Developer. Where the Developer has made written request to the Township to inspect improvements or stages of improvements which the Developer deems complete, the Township shall have forty-five (45) days from receipt of such written request within which to allow the Township Engineer to certify, in writing, to the Township that such portion of the work upon the improvements has been completed in accordance with the foregoing.

11. A. DEFAULT: If the improvements or any of them are not timely completed within any period required by this Agreement or the Final Plan approval or such other extension period as the Township may approve, the Developer shall be deemed in default of this Agreement, and the Township is authorized to cure the Developer's defective performance or non-performance and charge all construction and other costs thereof, including, but not limited to, labor and materials, directly to the Developer, payment for which shall be made by the Township's expending or drawing against the financial security, either before or after such cure posted by the Developer. By execution of this Agreement, the Developer authorizes, without limitation, any escrow agent, lending institution or bonding company holding or issuing the requisite financial security guaranteeing completion of improvements, as hereinabove described, to pay to the Township, without further order or approval of the Developer, any sum or sums demanded by the Township to cure Developer's defective performance or non-performance. Further, the Developer hereby remises, releases and forever discharges the escrow agent, lending institution or bonding company from any and all liability with respect to any sum or sums so paid or released, and directs that the same shall be paid or released, at the Township's sole discretion and direction, without further inquiry being made, and without any approval whatever by the Developer.

Upon the happening of an event of default, the non-defaulting party shall give written notice of the event of default to the other party, who shall have ten (10) days thereafter to cure the event of default except in the event of an emergency, in which the case of the event of default shall be cured immediately. Failure to cure the event of default shall constitute a breach of this Agreement.

B. REMEDIES: Upon the breach of this Agreement by the Developer, Township shall have the following rights:

- a. To enforce the posted security, maintenance bond or road bond to effect completion or repair of any of the improvements or repairs thereby indemnified;
- b. To complete and/or repair the improvements to the approved standard, and to charge the Developer for any cost not recovered by the Township against the appropriate security;
- c. To revoke any and all permits issued by the Township;
- d. To take any and all available legal and equitable remedies to secure compliance by the Developer with the terms of this Agreement;

- e. To take all and any other legal and equitable remedies provided for in the MPC.
- f. In the event of any deficiency in the financial security, proceed on the Developer's bond;
- g. Cause any default in improvements, corrections, repairs, maintenance or removal to be cured, pay the same and enter the amounts expended, together with costs, including reasonable attorney's fees, as a municipal lien against the lands of the Developer as the Township may elect
- h. Any other remedy available at law or in equity;
- i. In the event of the exercise of any of the foregoing remedies, there shall be included within the amount due for cure of the default a reasonable attorney's fee, together with interest at the rate of two (2%) percent above the then current prime rate, plus costs.

The remedies herein provided may be sought cumulatively or successively, and failure of a party to seek any one or more of the remedies shall not constitute a waiver of such remedy, and the exercise of any one or more of the remedies shall not constitute a waiver of the other remedies herein provided.

Upon notice from the Township that work on the installation of improvements is being undertaken or performed contrary to the provision of this Agreement and/or the Township Subdivision Land Development Ordinance or any other Township ordinance, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the Developer, or to the person doing the work. The stop work order shall state the conditions under which the work may be resumed. Any person who shall continue any work in or about a work site after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to the violations and penalties set forth herein.

12. COMMENCEMENT OF CONSTRUCTION: Developer agrees to notify the Township Engineer forty-eight (48) hours in advance of the commencement of any construction or the making of any improvements required by "Final Plan" approval and the terms of this Agreement in order to assure that adequate provision be made for appropriate inspection by the Township, its agents, servants and employees.

13. DOCUMENTS UPON COMPLETION: Upon completion of all requirement improvements, and when the same shall have been approved by the Township Engineer, the Developer agrees to tender the following documents to the Township:

- a. Deed of Dedication (in triplicate) in customary form satisfactory to the Township Solicitor dedicating to the Township all streets and roads, or portions thereof, as and for public roads, all required easements for sanitary sewers and storm sewers, together with any other easements for public improvements, open space, walkways and the like required to be submitted and held by the Solicitor as conditions of "Final Plan" approval; and

- b. Financial security to secure structural integrity of the improvements, as well as the functioning of said improvements, in accordance with their design and specifications for a term not to exceed eighteen (18) months from the date of acceptance of dedication by the Township and in an amount equal to fifteen (15%) percent of the actual cost of installation of such improvements; and,
- c. An amount equal to the cost of recording such deed or deeds of Dedication, together with the Township's legal expenses, if any, incurred in the preparation or review of said deed(s) of Dedication or requisite maintenance financial security.

14. DEDICATION OF IMPROVEMENTS: Acceptance of dedication of roads, streets or other public improvements shall be within the sole and absolute discretion of the Board of Commissioners of the Township. Upon acceptance of any deed or deeds of Dedication, as aforesaid, the Developer agrees to maintain and keep those improvements dedicated to the Township in good order and repair, at the Developer's sole cost and expense, for a period of eighteen (18) months from the date of acceptance of such deed(s) of Dedication by the Township. Developer agrees to repave, repair and resurface the roads and streets, or any of them, or any portion of them, and to keep all other dedicated improvements in good order and repair, subject to the reasonable direction of the Township Engineer, and to make such other repairs or install replacements as it considers necessary of reason of inadequate, improper or defective construction, materials or workmanship or other cause.

15. RIGHT TO CURE: The Township's right to cure the Developer's defective performance in maintenance, repair or replacement of the dedicated improvements within the eighteen (18) month period, as aforesaid, including the Township's right to expend or draw against the posted maintenance financial security, shall be identical to those rights granted the Township over the performance guarantee described herein and the Developer so acknowledges and agrees.

16. CORRECTED COPY OF PLAN: Within thirty (30) days after completion and approval by the Township of the public improvements as shown on the "Final Plan", and before acceptance of such improvements, the Developer shall submit to the Township a corrected copy of the Plan, showing actual dimensions and conditions of streets and all other improvements, certified by the applicant to be in accordance with actual consideration.

17. DISCLAIMER: It is understood and agreed that the Township has reviewed the Final Plans and specification for the purpose solely of protecting the interests of the Township and has not thereby expressly or impliedly warrant the technical suitability of the improvements, and Developer warrants that all Plans, designs, installations and specifications are in accordance with sound engineering practices and will be installed in good and workmanlike manner and in accordance with the Plans and specifications and sound construction practices; and does further warrant

that the improvements installed, and each and every part thereof, are fit for all purposes for which they are intended. The Township disclaims all liability for design, construction, installation or operational defects, and Developer agrees to exonerate, indemnify and hold the Township, and its Engineer, Municipal Authority Engineer and all Township employees and staff, harmless of any from any and all claims and demands with respect to this Agreement and the performance of any and every part hereof.

18. OTHER PROVISIONS RELATING TO CONSTRUCTION:

- a. All construction activities on the improvements shall occur on Mondays through Saturdays (with the exception of federal and/or state holidays) between the hours of 7:00 a.m. and 7:00 p.m. Notwithstanding the foregoing, workers shall be permitted at the construction site to prepare their equipment for work prior to or subsequent to the above stated work hours.
- b. All construction vehicles shall utilize such roads as designated by the Township for purposes of ingress and egress to said property. The Developer acknowledges the need to and agrees that it will repair and maintain all Township access roads it uses for construction and agrees to execute an Excess Maintenance Agreement including bonding, escrow or letter of credit.
- c. Upon commencement of residence with the property, and until completion of the improvements and acceptance of the improvements by the Township, the Developer shall install temporary signage identifying the various streets and roads in the property to provide for speedy access by emergency and other vehicles.
- d. The Developer shall complete all work on the improvements within five (5) years after the date of this Agreement.
- e. The Developer shall insert in the sales Agreements for each lot in the property a notice that the purchaser is required to connect, if possible, any building on the lot to the drainage improvements.

19. A. INDEMNIFICATION: The Developer shall protect, indemnify and hold harmless the Township and its Supervisors, officers, employees, attorneys and agents, from any and all liabilities, suits, claims, and cost of any kind incurred by, or asserted against the Township and its Supervisors, officers, employees, attorneys and agents or any of them, by reason of any accident, injury (including death) or damage to any person or property, relating to the design and the Township's approval of the development.

B. TOWNSHIP INSPECTIONS: The Developer hereby gives specific permission to the Township by its employees, agents, or contractors to conduct inspections on the Developer's property. These inspections may take place at any time and with any frequency as the Township deems appropriate. All fees and expenses relating to such inspections shall be borne by the Developer.

C. NOTICES: Notice as required herein shall be considered given upon mailing by certified mail or overnight mail, to the party to whom notice is sent, as the following addresses, or such other address as the parties may designate in writing from time to time.

Developer: \_\_\_\_\_ Name  
\_\_\_\_\_ Representative  
\_\_\_\_\_ Address (Property)  
\_\_\_\_\_ Address (Mailing)  
\_\_\_\_\_ Phone  
\_\_\_\_\_ Fax  
\_\_\_\_\_ Email

Township: Slippery Rock Township, Butler County, Pennsylvania

155 Branchton Road / P. O. Box 207

Slippery Rock, PA 16057

724-794-2369 phone / 724-794-9244 fax / email: [srtwp@srtwp.com](mailto:srtwp@srtwp.com)

D. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement and understandings between the parties hereto, and there are no other agreements or understandings, written, verbal or otherwise, relating to the subject matter hereof.

E. MODIFICATION IN WRITING: This Agreement, or any term of provision hereof, may not be amended or modified except in a writing signed by the parties hereto, and any modifications, amendment change, or discharge shall be of no effect or force unless the same is set forth in such writing.

F. BINDING AGREEMENT: This Agreement is binding upon and benefits the parties hereto, and the respective successor and assigns. The party executing this Agreement, by and on behalf of Developer, represents and warrants that he has the authority to so execute this Agreement.



G. LAWS OF PENNSYLVANIA: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Butler County Court of Common Pleas shall be the exclusive venue for the resolution of any disputes for the parties rights of this agreement.

H. AUTHORITY TO EXECUTE AGREEMENT: Developer represents that the persons executing this Agreement on behalf of Developer has the authority to bind Developer.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date first set forth above.

ATTEST:

TOWNSHIP OF SLIPPERY ROCK

\_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_

Date

By: \_\_\_\_\_  
Vice Chairman of the Board

By: \_\_\_\_\_  
Supervisor

DEVELOPER

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Developer Representative

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal:

\_\_\_\_\_  
Notary Public  
My Commission Expires: