

RESOLUTION NO. 86-119

**A RESOLUTION OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY,  
PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A  
DEVELOPER'S AGREEMENT WITH RESPECT TO THE  
HOPEWELL INDUSTRIAL PARK**

WHEREAS, the Township of Hopewell is desirous of entering into a Developer's Agreement with the County of Beaver, the Beaver County Corporation for Economic Development (BCCED) and the Creswell Heights Joint Authority, with respect to the Development of the Hopewell Industrial Park; and

WHEREAS, the said Developer's Agreement is necessary to commence grading and on-site infrastructure development as part of Phase I of the project; and

WHEREAS, the specific requirements of the development of the Hopewell Industrial Park are more fully set out in the Developer's Agreement, which Agreement is incorporated herein by reference and is on file at the Hopewell Township Municipal Building;

NOW THEREFORE, Be it resolved that the board of Commissioners of the Township of Hopewell, a Municipal Corporation, under the First Class Township Code, situated in Beaver County, Pennsylvania, and it hereby resolves:

1. The appropriate officials of the Board of Commissioners of the Township of Hopewell are hereby authorized to execute the Developer's Agreement with respect to the Hopewell Industrial Park.

ADOPTED this 12th day of August, 1986.

ATTEST:

HOPEWELL TOWNSHIP BOARD OF COMMISSIONERS

Michael Barone  
Secretary/Manager

James Albert  
President

AGREEMENT

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of August, 1986, by and between:

The County of Beaver, a fourth class county under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "COUNTY"; and,

The Township of Hopewell, a first class township under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "TOWNSHIP"; and,

The Creswell Heights Joint Authority, a municipal Authority under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "AUTHORITY"; and,

The Beaver County Corporation for Economic Development, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "BCCED".

WITNESSETH:

WHEREAS, the COUNTY has since 1983 advanced the development of a site located along Pennsylvania Route 151 for the purposes of industrial park development, said development to be known as the Hopewell Industrial Park; and,

WHEREAS, the COUNTY caused BCCED to be formed to serve as a non-profit developer of sites and structures in Beaver County; and,

WHEREAS, BCCED is in the process of obtaining approvals from various state and federal agencies and authorities to allow it to serve as a non-profit developer; and,

WHEREAS, the COUNTY anticipates transferring development responsibilities for the Hopewell Industrial Park project to BCCED when necessary approvals have been obtained; and,

WHEREAS, grading and on-site infrastructure development for Phase I of the project is soon scheduled to begin; and,

WHEREAS, the COUNTY desires to proceed with the project while BCCED obtains its approvals; and,

WHEREAS, the COUNTY desires to enter into a developer's agreement with the TOWNSHIP and the AUTHORITY to allow development of the project to begin; and,

WHEREAS, the TOWNSHIP has adopted an ordinance known as the Hopewell Township Subdivision and Land Development Ordinance, Ordinance No. 85-6, which provides certain standards for development of sites; and,

WHEREAS, the AUTHORITY has adopted certain standards and specifications for the extension of water lines; and,

WHEREAS, the TOWNSHIP has adopted certain standards and specifications for the extension of sanitary sewer lines; and,

WHEREAS, the COUNTY and BCCED desire to meet the standards of the TOWNSHIP and the AUTHORITY in development of the Hopewell Industrial Park.

NOW, THEREFORE, in consideration of the covenants herein contained, and intending to be legally bound, the COUNTY, the TOWNSHIP, the AUTHORITY, and BCCED mutually agree to the following:

1. Assignability

The COUNTY agrees to act as an interim developer for the project and reserves the right to assign this agreement to BCCED at the appropriate time. When assigned, BCCED agrees to abide by all covenants made herein by the COUNTY.

2. General Requirements

All work or construction to be undertaken by the COUNTY, including sanitary sewers, roads, utilities, monuments, and other improvements, shall be performed in accordance with the provisions of appropriate TOWNSHIP and AUTHORITY ordinances and regulations and this Agreement.

3. Specific Requirements

The COUNTY specifically agrees to abide by the following details in developing Phase I of the Hopewell Industrial Park:

a. Site grading:

- (1) The COUNTY shall present a detailed grading plan of of the site to the TOWNSHIP which shall be approved by the TOWNSHIP. All site grading work shall be conducted according to the approved plans. The COUNTY shall acquire all state and local permits needed in grading of the site.
- (2) The COUNTY shall properly maintain all vegetative waterways, open drains, silt basins, straw bales, retention ponds, and any other control measures relating to soil erosion and sedimentation and shall clean and restore them as may be reasonably required after every rainfall until the development is completed and accepted by the TOWNSHIP.

- (3) After all grading operations and the construction of all utilities and roadways have been completed, the COUNTY shall fill in and reshape all eroded areas and seed and plant permanent ground cover on all slopes, berms and other disturbed areas as required by the Soil Erosion Control Plan.

b. Storm water control:

- (1) Any springs, surface water, underground sources, or other natural water courses encountered by the COUNTY during construction shall be connected to a storm sewer system.
- (2) Ownership and maintenance of the storm sewer system and drainage ditches shall remain with the COUNTY.
- (3) The COUNTY has designed the storm water control system to accommodate run-off from the site based on the site grading plan. Any run-off from development of structures and paved areas on sites must be accommodated by the developers of those sites, on-site.

c. Water lines:

- (1) The COUNTY shall present a detailed plan of proposed water line construction to the AUTHORITY which shall be approved by the AUTHORITY and all water line construction shall be performed by the COUNTY according to the specifications and regulations of the AUTHORITY. The location of all fire hydrants shall be approved by the TOWNSHIP.

d. Sanitary Sewers:

- (1) The COUNTY shall provide a detailed plan of proposed sanitary sewers to the TOWNSHIP which shall be approved by the TOWNSHIP. Construction will be completed according to the plans and specifications approved by the TOWNSHIP.
- (2) A sanitary sewer permit shall be obtained by the COUNTY from the Commonwealth of Pennsylvania, Department of Environmental Resources, Water Quality Management for the construction of all sanitary sewer mains and submitted to the TOWNSHIP without cost to the TOWNSHIP, prior to the start of construction.
- (3) Specifications and engineering calculations for sanitary sewers have been submitted by the COUNTY to the TOWNSHIP for review and approval or comments and have been accepted by the TOWNSHIP.

e. Roadways:

- (1) The COUNTY shall present a detailed plan of the proposed roadways to the TOWNSHIP which shall be approved by the TOWNSHIP and all roadway construction shall be performed by the COUNTY according to the specifications and regulations of the TOWNSHIP.
- (2) All trenches and sewer lateral connections beneath the paved areas of roadways, or beneath the area of contemplated future paving including curbs, such contemplated area in general being a distance of 12 feet on either side of the center line of the 50 foot street right of way shall be installed, backfilled and properly compacted by the COUNTY with specified backfill material before paving of streets. All trenches within the street right of way, but not beneath the paved or contemplated future paving as defined above shall be backfilled and properly compacted by the COUNTY with clean earth. After streets are paved, no cuts in the paving shall be permitted without the approval and consent of the TOWNSHIP.

f. Easements and Rights of Way:

- (1) The COUNTY must grant in a recordable form all rights of way for sanitary sewer lines and water lines which fall outside of dedicated street right of ways shown on the approved construction drawings on file with the TOWNSHIP and the AUTHORITY, giving the TOWNSHIP and the AUTHORITY a release of damages for entry, including any additional rights of way which may be required, without cost to the TOWNSHIP or the AUTHORITY.
- (2) All easements and rights of way shall be deemed non-exclusive.

g. Procedure:

- (1) The TOWNSHIP and the AUTHORITY shall be notified forty-eight (48) hours before any construction work begins.
- (2) The COUNTY shall obtain all necessary permits for construction work, deliver the performance bond(s), and pay required permit fees before any work is started.
- (3) Any additional structures or improvements that may be required during construction shall be performed as directed and approved in writing by the

TOWNSHIP or AUTHORITY, as appropriate. The TOWNSHIP or the AUTHORITY shall use his best efforts to to review and notify the COUNTY within a reasonable period of time.

- (4) Any change in the location or grade of the roadway or any change in the design or location of sanitary sewers shall be approved by the TOWNSHIP in writing, or any changes in water lines approved by the AUTHORITY in writing, before such changes are made.
- (5) Any permits required in connection with the development of the property covered by this Agreement shall be obtained by the COUNTY, at its expense, and submitted to the TOWNSHIP or the AUTHORITY as appropriate.
- (6) All of the foregoing shall be accomplished by the COUNTY, without cost to the TOWNSHIP or the AUTHORITY, and proof shall be furnished to the TOWNSHIP or AUTHORITY that the cost of all labor and materials and TOWNSHIP or AUTHORITY charges and expenses have been paid in full by the COUNTY with relation to water lines, sanitary sewers, easements and other requirements including engineering and legal expenses, prior to release of the bond or other approved security referred to hereinafter.

h. Inspections:

- (1) All grading will be done and all water lines, sanitary sewers, manholes, and roadways will be installed under the full-time supervision of a resident inspector provided by the COUNTY. Installation of all water lines, sanitary sewers, and manholes shall have the approval of the TOWNSHIP or the AUTHORITY, as appropriate, before any backfilling is done. They must have the approval of the TOWNSHIP and the AUTHORITY before any part of the performance bond or other security is released.
- (2) The COUNTY will agree to escrow an agreed upon sum of money to provide for periodic inspections by the TOWNSHIP and the AUTHORITY. The COUNTY shall pay the actual, reasonable cost of said inspections upon invoice from the TOWNSHIP or the AUTHORITY, as appropriate.

i. As Built Plans:

- (1) After construction is completed and before the TOWNSHIP accepts dedication of the improvements, the COUNTY at its expense shall furnish the

TOWNSHIP and the AUTHORITY each with one (1) complete set of "As Built Plans" of all utilities, sanitary and storm sewers, roads and other improvements.

4. Bond and Completion Data

- (a) The COUNTY shall require its contractor(s) to furnish a performance bond(s) of corporate surety and satisfactory to the TOWNSHIP and the AUTHORITY in an amount(s) equal to the total cost of site grading and waterline, sanitary sewer, and roadway construction in order to guarantee completion of the improvements, naming the TOWNSHIP and the AUTHORITY as additional insureds.
- (b) All of the roads, water lines, sanitary sewers and other work shall be completed within two (2) years of the date hereof. In the event the contractor fails, neglects, or refuses to complete the work within said time, the COUNTY agrees to proceed against said performance bond and complete the unfinished work, and any and all costs and charges incurred by the COUNTY shall be charged against the performance bond.
- (c) When all of the terms and conditions of the Agreement shall be fully performed by the COUNTY, and when the TOWNSHIP and the AUTHORITY each have issued a final certificate that the work undertaken by the COUNTY has been done in accordance with the requirements of each and within the terms of the Agreement, the TOWNSHIP agrees to accept dedication of the sanitary sewer system and roadways, including grades of said roadways, and the AUTHORITY agrees to accept dedication of the water lines as shown on the approved construction drawings on file with both the TOWNSHIP and the AUTHORITY. If at the time of dedication, title shall be clear and satisfactory to the TOWNSHIP and the AUTHORITY, the COUNTY will release the performance bond, upon written concurrence from the TOWNSHIP and the AUTHORITY.
- (d) The COUNTY shall require its contractor(s) to provide a corporate maintenance bond, naming the TOWNSHIP and the AUTHORITY as additional insureds, to guarantee maintenance in good repair of roads, water lines, and sanitary sewer lines for a period of two (2) years from the date of acceptance by the TOWNSHIP and the AUTHORITY. The COUNTY will remedy and repair without cost to the TOWNSHIP or the AUTHORITY any damage or defect which may develop within a period of two (2) years from whatsoever cause or nature.



5. Dedication and Acceptance

- (a) The TOWNSHIP hereby agrees that upon dedication and transfer to the TOWNSHIP of sanitary sewers and roadways, including grades of said roadways, constructed pursuant to this Agreement, the TOWNSHIP shall provide sanitary sewer service to Phase I of the Hopewell Industrial Park, and subject to the two year maintenance guarantee provided for in paragraph 4, (d) of this Agreement, the TOWNSHIP hereby agrees to maintain said sanitary sewers and roadways including ordinary day to day maintenance and service customarily rendered by the TOWNSHIP.

The AUTHORITY hereby agrees that upon dedication and transfer to the AUTHORITY of water lines constructed pursuant to this Agreement, the AUTHORITY shall provide water service to Phase I of the Hopewell Industrial Park and, subject to the two year maintenance guarantee provided for in paragraph 4, (d) of this Agreement, the AUTHORITY hereby agrees to maintain said water lines including ordinary day to day maintenance and service customarily rendered by the AUTHORITY.

6. TOWNSHIP and AUTHORITY Cooperation

The TOWNSHIP and the AUTHORITY agree to cooperate with the COUNTY in submitting applications for permits and approvals required for the project.

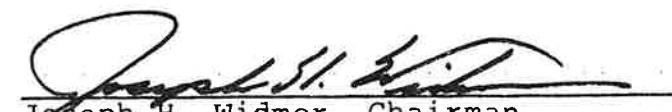
This Agreement is made pursuant to a Resolution of the Beaver County Board of Commissioners dated 8-12-86, a Resolution of the Hopewell Township Board of Commissioners dated                     , a Resolution of the Board of Directors of the Beaver County Corporation for Economic Development dated                     , and a Resolution of the Creswell Heights Joint Authority dated                     .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first set forth above.

ATTEST:

BOARD OF BEAVER COUNTY COMMISSIONERS

  
Chief Clerk

  
Joseph H. Widmer, Chairman

ATTEST:

BEAVER COUNTY CORPORATION FOR  
ECONOMIC DEVELOPMENT

James Palmer  
Assistant Secretary

Thomas A. Woodshe  
Chairman

HOPEWELL TOWNSHIP BOARD  
OF COMMISSIONERS

Michael Baranyc  
Manager

James Albert  
Chairman

ATTEST:

CRESWELL HEIGHTS  
JOINT AUTHORITY

Paul R. Lindner  
Secretary

Paul R. Frey  
Chairman